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The Solicitors' Journal.

LONDON, APRIL 8, 1871.

IN OUR LATE ARTICLE on recent Stock Exchange decisions we mentioned a case of *Crabb* v. *Miller* (since reported 19 W. R. 519) before Vice-Chancellor Stuart. It will be seen from the report that it was a claim by the vendor of shares to be indemnified against calls by the defendant, a person whose name had been furnished to him on a ticket in the usual way, and to whom he had executed a transfer, for which he had been paid by the defendant's broker, but which the defendant refused to accept. The ground of the defendant's refusal to accept the transfer was, that he had instructed his broker to purchase for one account, and that the transaction had been in some way carried over, and his name furnished for a subsequent account without his authority. The Vice-Chancellor decided in favour of the plaintiff, on the ground that the defendant was, as between himself and the plaintiff, bound by whatever his broker did, whether by his actual authority or not. This decision is clearly contrary to *Maxsted* v. *Paine* (1st action) (L. R. 4 Ex. 81), a case which the Vice-Chancellor says was a different one, as it certainly was in one sense, because it was an action against a jobber.

The same point, however, was involved, for the jobber was held liable, on the ground that the nominee *was not* liable, under circumstances precisely similar to those under which the Vice-Chancellor held that the nominee *was* liable. The cases are therefore at variance, and although *Maxsted* v. *Paine* (1st action), is a case which, after Mr. Justice Blackburn's judgment in *Maxsted* v. *Paine* (2nd action) (19 W. R. 541), may be looked upon with some suspicion, yet we certainly think it rests on stronger grounds than the decision in *Crabb* v. *Miller*. The Vice-Chancellor appears to have overlooked the point that for the plaintiff to succeed on the ground that the defendant had given apparent authority to the broker to do what he did, the plaintiff must show that the defendant held out the broker to him as agent, and must show it by some further proof than that appearing from the mere acts of the broker in the particular transaction. Thus, if the plaintiff knew of the broker being broker for the defendant on other occasions, or even if he knew from the statements of the defendant of his being broker for the defendant in the particular transactions, there would be an appearance of authority to do all acts which a broker generally does. If, however, as appears to be the case, the plaintiff knew nothing about the defendant having given any authority at all to the broker, except from the brokers giving to him, through other persons, the name of the defendant as a person willing to take a transfer of the shares on the 15th of May, then there was no apparent or ostensible authority within the rule, for the plaintiff's only knowledge was gained from the broker doing an act which he never was authorised to do. If *Crabb* v. *Miller* is right it would appear that if a person employs a broker to buy Consols or other stock or paid up shares to which no liability attaches, he might, if the broker instead were to buy such shares as those in Overend & Gurney, be made liable to indemnify the transferor. This at once shows that it cannot be that the mere employment of a broker on the Stock Exchange gives apparent authority for everything which he may do as such broker. In the case of buying shares a man does not entrust his broker with any documents or anything in the nature of a credential calculated to enable the broker to present to others an appearance of authority greater than he has. *Crabb* v. *Miller* cannot, therefore, be regarded as a satisfactory decision. It may be that the defendant was really liable, but his case was not capable of being properly disposed of in the summary way which the Vice-Chancellor adopted. In a still more recent case *Fenwick* v. *Buck*, decided on March the 24th by the Master of the Rolls, a similar point was raised. There, however, the transaction had not been carried over to a subsequent account, but there had been a delay of four days only. Moreover the defendant, instead of repudiating the transfer, kept it and the certificates apparently without objection at the time. He was therefore, for obvious reasons, held liable. The Master of the Rolls, however, appears to have assented to the proposition that a broker could not bind his principal to third parties by carrying over without authority, at all events unless something further had taken place. Thus, it seems that he would disapprove of the decision in *Crabb* v. *Miller*, though, of course, his own decision was quite consistent with it.

THE GRAND JURY lately sitting at the Central Criminal Court, impressed with their uselessness, expressed a wish for their own destruction. They made a presentment to the effect that "in our opinion the office we have been called upon to occupy is useless, and ought as speedily as possible to be abolished. We consider that the ends of justice are not served by the presentation of indictments before us, after the decision of the magistrates who have had the advantage in the hearing of each case of the legal assistance engaged by both parties. The evidence adduced in all the cases shows how carefully the matters are investigated, and the necessary endorsement of a grand jury under the present system appears to involve a reflection on the decision of the magistrates, and a useless sacrifice of valuable time on the part of the jurymen. We, therefore, beg respectfully to express our hope that steps may speedily be taken to abolish altogether the said office." There can be very little doubt that when a case has once been investigated by a qualified magistrate, a second preliminary examination before a grand jury is not much better than a waste of time. And it probably rarely happens in cases coming before the Central Criminal Court that an innocent man is committed for trial through any incompetence or default on the part of the committing magistrate. It will easily be conceived too by any one who read the evidence taken before the House of Commons Select Committee on juries, two or three years ago, as to the constitution of London grand juries, that their investigation of the charges brought before them has not always been of the most searching or intelligent nature. But though we are not disposed to quarrel with the general estimate which the late grand jury form of the value of their own services in reviewing the decisions of magistrates, and though we quite sympathise in their complaint of the loss of time which they have themselves to incur, it does not follow that the case is to be met by the pure and simple abolition of the grand jury without either qualification or the provision of a substitute. It must be remembered that, notwithstanding the Vexatious Indictments Act, indictments may still in many cases be preferred without any preliminary investigation before a magistrate. There are many offences, for instance, to which the Act does not apply at all, and of which an accusation may be brought without any previous investigation; and in such cases it would, we think, be very undesirable that a prosecutor should be able to call upon

an accused person to stand his trial before a petty jury without some previous security that there is at least a *prima facie* case against him. Again, prisoners may be and are committed for trial on the verdict of a coroner's jury. And, assuming a coroner and his jury to be as fit a tribunal for investigating charges of crime as a magistrate, it must be remembered that the object and character of the magistrate's inquiry and the coroner's are wholly different. The magistrate examines directly the very question which has afterwards to be tried by the petty jury—the guilt or innocence of the accused person. The coroner inquires generally into the cause of death of the person on whom the inquest is held; the question of guilt or innocence in any particular person arises only incidentally, and the inquiry into the latter question is conducted under manifest disadvantages. In case of a committal on the verdict of a coroner's jury it is very desirable that some further preliminary inquiry should intervene before the accused is put upon his trial; and other examples might easily be cited in which something of the kind is equally desirable. While therefore we in the main agree with the London grand jury in their complaints of the existing system, we cannot think that the simple abolition of grand juries is the true remedy. The grand jury, as at present constituted, may not be the best tribunal for the purpose required; but that in many classes of cases such work as grand juries now do ought to be done by some tribunal we cannot doubt.

THE ILL RESULTS of the ambiguous use of legal or semi-legal terms are without end. But there is hardly any word of this class so grievously abused, or with such inconvenient consequences, as the word "constitutional." For instance, Serjeant Simon, Mr. T. Chambers, and a number of other gentlemen are of opinion that it is dreadfully unconstitutional for the House of Lords to continue to reject a measure after it has been several times approved by the House of Commons. Mr. Charley thinks it quite as unconstitutional for members of the House of Commons to attack the House of Lords for doing so. But what does the word constitutional mean when so applied? In America the constitution is a tangible thing, a document; and the question of constitutional or unconstitutional is a simple question of the construction of that document. In England the same terms are sometimes used in a sense equally specific. Constitutional sometimes means contrary to positive law, that branch of the law which defines the powers of the Sovereign, of the executive government, and so on. It is in this sense that it would be unconstitutional for the Crown to attempt to levy taxes without the assent of Parliament. Secondly, the word constitutional is sometimes used with reference not to any rule of law in the strict sense of the term, but to rules and doctrines lying beyond the range of law proper, the rules which define the peculiar rights and privileges of the component parts of the Legislature. It is in this sense that it would be called unconstitutional for the House of Lords to originate a money bill, or for the Queen's ministers to dissolve Parliament except under certain circumstances. Thirdly, the word unconstitutional is sometimes used to describe anything which is inconsistent with those existing rules of law, relating to subjects of general concern, to which the person using the term attaches special sanctity. It is in this sense that laws duly passed are sometimes called unconstitutional; that one class of political thinkers would call the suspension of the Habeas Corpus Act unconstitutional, while another class would say the same of the Disestablishment of the Irish Church. In these three senses at least, totally distinct from one another, and possibly in other senses too, the words constitutional and unconstitutional are used. Surely it is not too much to expect that at any rate those who place solemn resolutions on the papers of the House of Commons to the effect that this or that is unconstitutional, should give us in some form or other a hint of what they mean. Our own impression is that the word as generally used means nothing more than very improper.

NOTICE BY POST.

THE recent decision of the Master of the Rolls in *Reidpath's case* (19 W. R. 219, L. R. 11 Eq. 87) that the mere posting of a letter of allotment of shares in a company to an applicant at the proper address is not such a communication of the allotment as to bind the applicant, induces us to offer a few remarks on the subject of "notice by post" generally, believing as we do that some misapprehension exists as to what the law is upon this subject, owing to the misleading character of the headnote to *Dunlop* v. *Higgins* (1 H. L. 381), which is the leading case. In *Dunlop* v. *Higgins* it was laid down by the House of Lords that if, by some casualty in the Post Office, the letter accepting an offer of sale does not arrive until the day after the day on which, in the usual course of the department, it ought to have arrived, the acceptance dates from the posting of the letter, and the party making the offer cannot retract it and repudiate the contract, because he has not received the acceptance by return of post. The headnote, however, which appears to represent correctly enough the language of Lord Cottenham, is as follows:—"A contract is accepted by the posting of a letter declaring its acceptance." This is reasonable enough where there is delay in the delivery, but can it be a correct statement of the law if the letter be never delivered? Let us now proceed to *Reidpath's case*.

The cases establish that unless and until the allotment is communicated to the applicant for shares he is not constituted a member of the company (*Gunn's case*, 16 W. R. 97; *Robinson's case*, 17 W. R. 454). Applications for and allotments of shares must be treated upon the same principles as ordinary contracts between individuals (*Hebb's case*, 15 W. R. 754), and it is a settled rule that a contract is not binding until the party who has made the proposal receives from the other party notice that the latter has accepted it (*Routledge* v. *Grant*, 4 Bing. 653).

In *Reidpath's case* there was an application for and an allotment of shares, but the letter of allotment, though correctly addressed, never reached the allottee, who, in consequence, had no notice of the allotment, at least until long after the winding up. Under these circumstances the liquidator contended that the posting the letter of allotment was equivalent to notice of allotment, so as to render Reidpath a member of the company. The liquidator seems to have relied on *Dunlop* v. *Higgins* (1 H. L. 381), where it was held that a contract for the delivery of goods was complete so soon as the letter, accepting the offer, was posted, on the ground that the Post-office was the common agent of both parties. *Dunlop* v. *Higgins* only decides that where an offer is accepted by letter the acceptance dates from the posting of the letter, and not from the delivery, where the delivery is delayed by any casualty in the Post-office (see *Duncan* v. *Topham*, 8 C. B. 225), yet the decision seems based on the general principle that where a party has to communicate his acceptance of an offer in order to bind the offerer, he has clinched the bargain when he posts his letter of acceptance, which would include a case like Reidpath's. But in *Reidpath's case* the post failed to an extent which may not have been contemplated in *Dunlop* v. *Higgins*. The letter was miscarried altogether; and Lord Romilly held that he was not bound to presume that the letter of allotment reached Reidpath, in the face of proof that it never did. There seems some little conflict between this decision and the principle enunciated in *Dunlop* v. *Higgins*. But this conflict ceases if we choose to consider that the truth of the proposition laid down by Lord Cottenham in general terms—viz., that a contract is accepted by the posting of a letter declaring its acceptance, lies in the application of it to the particular subject under consideration in *Dunlop* v. *Higgins*, which was a trade usage.

If it be the practice of merchants to regard the post as the proper medium of communication, then the decision in *Dunlop* v. *Higgins* is consistent with Lord Romilly's decision, because, if the usage of trade be to accept an offer by means of the post, and the party accepting the offer puts his letter into the post on the correct day, he has done everything he was bound to do (1 H. L. Cas. 398). The cases in which it has been held that notice of dishonour is properly given if the letter is posted, and not returned by the Post-office to the sender, seem to depend on a similar rule—*i.e.*, that such is the proper way to give notice of dishonour by the custom of merchants (*Stocken* v. *Collins*, 7 M. & W. 515). But in the absence of any custom as to notice by post, though in general it will be presumed that the Post-office, as a department of State, has done its duty, yet this presumption will not, according to *Reidpath's case*, be suffered to outweigh the oath of the person who says he never received the letters.

There is certainly a difference between holding a posted acceptance delayed in the post to date from the time when it ought to have been received, and holding a posted acceptance which never was delivered at all to take effect in the same manner, though the principle laid down in *Dunlop* v. *Higgins* may seem to cover both cases. Where a letter arrives late, it is easily shown that the sender did post it when he says, but if it were an established rule that all letters of allotment bind from the date of their posting (*whether delivered or no*) a wide door would be opened to fraud, and joint-stock enterprise is not of such scrupulous morality that we can afford to trust it with opportunities of fraud. Assuming that Lord Romilly's decision stands, we take it that if the letter of allotment is *merely delayed in the post* it binds the applicant from the time of posting —*i.e.*, after that time he cannot retract.

In a still later case (*British and American Telegraph Company* v. *Colson*, L. R. 6 Ex. 108), the facts of which are, for our present purpose, identical with those in *Reidpath's case*, the Court of Exchequer came to the same conclusion as the Master of the Rolls. In the words of the Chief Baron, "if one person proposes to another, by a letter through the post, to enter into a contract for the sale or purchase of things, and the proposal is accepted by letter, and the letter put into the post, the party having proposed the contract is not bound by the acceptance of it until the letter of acceptance is delivered to him or otherwise brought to his knowledge, unless (in some cases) where the non-receipt of the acceptance is owing to his own act or default." This expresses what we take to be the general rule. The mere posting of a letter which is never delivered at all cannot be equivalent to the delivery of such letter to the party addressed, unless there be seme usage or agreement that the mere posting shall suffice. As to the case of notice of dishonour adverted to above, it is the practice to put notices of dishonour into the post; and when that is done and the letter, by the mistake of the officials, never reaches its destination, the party who posts it does not suffer; he has done all that is usual and necessary, and does not guarantee the correctness of the Post Office delivery (*Woodcock* v. *Houldworth*, 16 M. & W. 124). But who ever heard of a practice or usage to send notices of allotment by post?

The circumstance that no payment was required on application for shares rendered *Reidpath's case* possible. The question in *Ebbett's case* on appeal (18 W. R. 202, L. R. 5 Ch. 302), and in *Finucane's case* (17 W. R. 813), was whether the applicant's denial that he received notice of allotment was to be believed. It is a common stipulation in articles of association, the rules of clubs, &c., that in proving service of any notice it shall be sufficient to prove that the letter was properly addressed and put into the post office (see the Companies Act, 1862, s. 63, and the Endowed Schools Act, 1869, s. 57), but the object of such provisions is merely to render it unnecessary to prove delivery, which, except in the case of a registered letter, is not always possible. We all know that *almost* all letters go where they are sent, but how was the Court to hold that every letter sent by post is delivered where it is addressed? Yet this would have been the logical consequence of a decision in favour of the liquidator in *Reidpath's case*. As a matter of fact, every letter that is not delivered in the usual course of the post is either delayed in transmission by accident or otherwise, or is lost and is not delivered at all.

The conclusion we venture to submit is that *Dunlop* v. *Higgins*, so far as it establishes a general rule, applies only where the letter is delayed in transmission, and that where the letter is never delivered at all, or, as in *British and American Telegraph Company* v. *Colson*, not delivered within a reasonable time, the person to whom it was addressed is not bound, unless in cases where the mere posting, by stipulation or usage, or express enactment, is rendered sufficient.

POOR LAW OF 1870.

No. 2.

We now pass to the cases connected with removal. The law of settlement by payment of parochial taxes varied from time to time till, in 1825, it was provided that such settlement should only be gained by paying "parochial rates" for a tenement under certain conditions (6 Geo. 4, c. 57, s. 2); and the words "parochial rates" were declared to be equivalent to the words "the public taxes or levies of the said town or parish" in 3 W. & M. c. 11, s. 5. Probably this latter expression was originally intended to apply only to the payment of parochial taxes strictly so called, which payment would give abundant notice to the parish authorities who collected the money that the persons paying were permanently resident within their jurisdiction. But it was long ago held that there was an equivalent notoriety of inhabitancy in the case of the payment of land tax, although that was an imperial and not a parochial tax, and consequently, though levied for each parish, was not collected by the parish officers. And so in 1867 it was held that the payment of property tax under schedule A. had the same effect, and might similarly confer the settlement in question. In *R.* v. *The Union of Exeter* (18 W. R. 997), a local Act authorised commissioners to levy a paving and lighting rate in Exeter, and under it they might require two inhabitants of each parish in the city to make the rate, and might appoint (not that they "were to appoint," as the headnote of the case in L. R. 5 Q. B. 371, has it) the parish officers of each parish to collect it. The commissioners thus could make the tax a parochial one, and in the case in question they had done so, though it was not collected by the parish officers. The Court of Queen's Bench held that this tax, levied as it was in each parish, had a sufficient element of publicity to put it on the same footing as the land tax. Indeed it is not easy to see what tax might not be "a public tax of the parish" within the Act of William & Mary now that the land tax precedent has been so often acted on; and at this time of day it would, of course, be impossible to get rid of that precedent in the Queen's Bench, whether the case was originally well decided or not.

The remaining cases all turn on irremovability, a status not long ago only to be acquired by five years' residence in a parish, but now made to depend simply on one year's residence in a union; in fact, it is now so easily acquired that removal cases have happily become not very common. The requisite residence must, however, be continuous, and after it has been completed, the irremovability may still be lost by the person voluntarily going to live elsewhere. But a lunatic cannot be said voluntarily to do anything, and therefore (in *Reg.* v. *The Whitby Union*, 18 W. R. 785) it was held that there was no break of residence where a woman had acquired irremovability, and afterwards became insane, and, in that state, was removed from where she lived to another union, and ultimately to a lunatic asylum. At the same time, it must not be supposed that a lunatic can never

lose the status of irremovability that attached to him when he became lunatic; for it might be held that his committee, or, if the Court of Chancery had not interfered, perhaps some one under whose care he was, might after a time exercise a choice for him. But even voluntarily going to live elsewhere will not affect the status if there is an intention to return; and so (in *Reg.* v. *The Abingdon Union*, 18 W. R. 981) it was held that an illegitimate son who, after living some years with his mother, went to an institution for the blind, and was maintained solely out of its funds, but who, in his holidays, went back to his mother, and was then maintained by her, had not lost his irremovability from the place of her residence. It is true that at the age of 16, when he ceased to follow his mother's settlement, he could have chosen his own residence, and he did remain at the institution till 21; but he still spent his annual holidays with her, and at 21 returned to her, so that in contemplation of law he had never ceased to be resident with her.

By marriage the wife immediately acquires the settlement of her husband, and follows it, *i. e.*, every fresh settlement he gains in his own right attaches to her. But if the husband has no settlement, which is often the case with soldiers and sailors as well as foreigners, she retains her maiden settlement: and it would seem that in such case the wife's status ought not to be extinguished, and that, as her husband has no settlement for her to be removed to, the mere fact of her marriage ought not to deprive her of an irremovability previously acquired. In *Reg.* v. *St. George's in the East*, 18 W. R. 787, the husband lived with his wife for less than a year at a place from which she had become irremovable before marriage, and then went to sea, in his calling as a sailor, intending to return. The principle of the common law always was that husband and wife should not be separated, and the Legislature in 11 & 12 Vict. c. 3, s. 1, undertook apparently to fortify this principle with their express sanction in removal law, but did it in what Blackburn, J., stigmatized as a language calculated to conceal their intention." However, notwithstanding the difficulty caused by the involved wording of the Act, the Court held, in accordance with humanity and common sense, that the woman was not removable during her husband's absence, and it is to be hoped that the roving tar found his wife on his return safe where he had left her. Where, however, a wife has acquired no status of irremovability before marriage it is otherwise; and in *Reg.* v. *The Kingston Union*, 18 W. R. 133, the Court determined that where a woman so circumstanced had married a soldier without a settlement she did not become irremovable by residence during his absence with his regiment, for after her marriage her status depended on that of the head of the family—viz., the husband. When however the husband not merely is absent from, but has actually deserted, his wife, a different set of considerations arises; and accordingly it is provided by 24 & 25 Vict. c. 55, s. 3, that under such circumstances she may acquire irremovability as if she were a widow. In *Reg.* v *St. Mary Islington* (18 W. R. 923), [*sub nomine Reg.* (*St. Mary Islington*) v. *Kingston Union*] the husband had left his wife under circumstances which would constitute desertion; and it was held that the mere fact of his paying a weekly sum for her maintenance to avoid legal proceedings threatened by the parish which had to maintain her—in fact to avoid being treated as a rogue and vagabond—made no difference. Unfortunately however the deserted wife could not during her husband's life become the head of the family, and therefore she was separated from an unemancipated daughter who was living with her, and who followed her father's settlement. The Legislature, which has already made desertion equivalent to widowhood, might well, we think, go a step further, and vest somewhere a discretionary power of treating the deserted wife in such a case as the above as the head of the family. In the case of Irish paupers it has provided that an Irishwoman deserted by her husband, also Irish, shall not be sent back to Ireland without him (*Poor Law Commissioners of Ireland* v. *Liverpool*, 18 W. R. 376).

The only two Acts of last session on poor-law matters are 33 & 34 Vict. cc. 18 and 48. On the former Act, which provides that the maintenance of the indoor poor in the metropolis over sixteen shall be charged on the Metropolitan Common Poor Fund, we commented in 14 S. J. 889. The other Act, c. 48, simply empowers the Poor-Law Board to define the cases in which guardians may pay the expenses of conveying paupers.

RECENT DECISIONS.

COMMON LAW.

LIABILITY OF PRINCIPAL, DISCLOSED BUT UNNAMED IN THE CONTRACT—ELECTION—ADMISSIBILITY OF ORAL EVIDENCE.

Calder v. *Dobell*, C.P., 19 W. R. 409.

This case, although it was decided on a motion for a rule *nisi*, involved some questions of considerable nicety and of comparative novelty upon the law of principal and agent, the most important of which rested hitherto, we believe, not upon any actual decision, but upon a single dictum of Lord Tenterden, which was itself contrary to to the dicta of other judges. A broker proposed to make a contract with the plaintiff, who declined to deal with him. The broker then mentioned that the defendant was his principal, and the plaintiff then consented to deal. A contract was entered into, in which the broker's name appeared as principal, and the defendant was not named. The defendant settled the transaction in account with the broker (this, however, appears to have been done before the proper time); afterwards the plaintiff did several acts, showing that he still considered the broker liable to him upon the contract, but he did nothing to show that he did not mean to hold the defendant liable also if he could do so. The Court refused to disturb a verdict for the plaintiff. It was contended on behalf of the defendant that parol evidence was not admissible to charge him under the contract; but on this point *Higgins* v. *Senior* (8 M. & W. 834) was conclusive. The proposition of the greatest importance which was laid down definitely by the Court was, that on such a contract in order to discharge the principal it must be shown that the agent was accepted *exclusively* in his place, and that the plaintiff, having a right of election between the broker and the principal, did not necessarily exercise that right so as to discharge the principal by acts done by him, after he knew who the principal was, showing an intention to treat the agent as liable. This amounts, of course, to a decision that he might hold both liable at the same time. It is interesting to notice the growth of opinion on this question. In *Paterson* v. *Gandasequi*, 2 Sm. Lead. Cas. the plaintiff sold goods to L. & Co. for the defendant, and he clearly treated L. & Co. as liable to him in the first instance, and in all the writings relating to the contract L. & Co.'s name only appeared. Lord Ellenborough commenced his judgment by saying "The Court have not the least doubt that if it distinctly appeared that the defendant was the person on whose account the goods were bought, and that the plaintiffs knew that fact at the time of the sale there would not be the least pretence for charging the defendant in this action. The doubt is whether that does appear." Afterwards he says, "the law has been settled that an unknown principal when discovered is liable on the contracts which his agent makes for him, but that must be taken with some qualification and a party may preclude himself from recovering over against the principal by knowingly making the agent his debtor." In the same case Bayley, J., says: "I agree that where the seller knows the principal at the time, and yet elects to give credit to the agent, he must be taken to have abandoned the right to resort to the principal, and cannot after-

wards charge him." *Addison* v. *Gandasequi* is much to the same effect; and, though there is no distinct statement upon the point, yet the report clearly shows that the judges there did not think that the seller could hold both the agent and the principal liable at the same time. In *Thompson* v. *Davenport*, Patteson, arguing for the plaintiff, admits that "it is undoubtedly established by the cases that if the seller knows that there is a principal, and also who that principal is, and afterwards gives credit to the agent, he *thereby* makes his election, and cannot resort to the principal." It is pretty clear, therefore, that, up to this time, the opinion generally entertained was that the seller's right was a right to elect between the liability of the agent and the principal; that he could not have both, and that any act showing an intention to debit one, after knowledge of his power to debit the other, was necessarily an election to debit that one only. It was in the judgment in *Thompson* v. *Davenport* that the notion was first suggested that the seller might hold both liable. Lord Tenterden there says:—"If the seller, at the time of the sale, knows not only that the person who is nominally dealing with him is not principal, but agent, and also knows who the principal is; and, notwithstanding all that knowledge, chooses to make the agent his debtor, dealing with him, *and him alone*, then, according to *Addison* v. *Gandasequi* and *Paterson* v. *Gandasequi*, the seller cannot afterwards, on the failure of the agent, turn round and charge the principal, having once made his election at the time when he had the power of choosing between the one and the other." It will be seen that these words suggest that there may be a dealing with the agent as principal, but not *with him alone*, and not therefore amounting to an election. These words were, however, ambiguous in meaning; they may have meant "dealing with him as principal, and thereby necessarily, considering the knowledge he had, dealing with him alone;" or it may have been meant to suggest that an election to charge the agent was not necessarily an election to discharge the principal. The former meaning is the one most consistent with the previous cases and with the judgments of the other judges in the same case, especially of Littledale, J., who says: "If the principal be known to the seller at the time when he makes the contract, and he, with a full knowledge of the principal, chooses to debit the agent, he *thereby* makes his election, and cannot afterwards charge the principal; or if in such case he debits the principal, he cannot afterwards charge the agent." Further, the introduction of the words "with him alone" by Lord Tenterden was clearly unnecessary for the decision of the case before him, in which the question was not what effect was to be attributed to debiting the agent with full knowledge of the principal, but what was the effect where the knowledge was only that he was an agent, without its being known for whom.

The rule to be deduced from these cases is stated in Smith's Leading Cases to be that the seller may, on discovering the principal, elect *between* the principal and agent. In the present case, however, Brett, J., had laid down the law to the jury in the words of Lord Tenterden, and it will be seen from the facts that here the words "with him alone" were the most important of the whole. In fact it amounted, under the circumstances, to a direction that the seller might elect to have the liability of both agent and principal. This ruling the Court have supported, and have thus laid down the law, not perhaps contrary to any previous decision, but certainly at variance with what has hitherto been considered the rule. We ought perhaps not to omit to mention the case of *Smethurst* v. *Mitchell* (7 W. R. 226, 1 E. & E. 622), in which the rule was laid down by Crompton and Hill, JJ., that a seller might on discovery of the real principal elect to sue him, and moreover that he must do so within a reasonable time. This again clearly assumes that he cannot hold both liable, and it is questionable whether a decision to that effect was not involved in the judgment there given in favour of the defendant.

The present case will be seen to be a very peculiar one. There was really evidence of two contracts having been in fact made, one with the agent, and the other with the principal. By means of the rule in *Higgins* v. *Senior* the one document sufficiently expressed both these contracts, and therefore it may be that the defendant was rightly held liable. It is not unlikely, however, that the case may give rise to some confusion hereafter as to what the real state of the law is, and it seems a pity that the Court did not grant a rule in order that the questions might be discussed.

Probably the true rule will eventually be held to be this, that a seller in a position to elect between taking the liability of an agent or a principal, will be deemed, unless the contrary appears, to have elected to take exclusively the liability of either one whom he may debit after knowledge of his right of election, but that he may in such a case by express agreement reserve his rights against both. If such is the rule there is no doubt that the present decision in favour of the defendant is correct, as there was clearly evidence of such an express agreement.

It must, of course, be borne in mind that in all these cases the right to go against the principal is subject to the qualification that the principal has not in the meantime, in following the ordinary course of business, altered the state of his accounts with the agent. In the present case the defendant had settled the account with the agent, but he did so before the arrival of the goods, and therefore no doubt before the usual time of payment. If he had waited until the proper time he would probably have been protected by payment to the agent.

COMPULSORY REFERENCE—POWER OF JUDGE AT NISI PRIUS.

Jeffries v. *Lovell*, C.P., 19 W. R. 408.

We have already noticed this case twice (*ante*, p. 286 and 323), and have pointed out what was really decided by it, which was very little indeed. We notice it again as a recent decision merely for convenience of reference and indexing.

SALE OF SHARES ON THE STOCK EXCHANGE—JOBBER'S CONTRACT—NOMINEE NOT A REAL PURCHASER.

Maxsted v. *Paine*, Ex. Ch. from Ex., 19 W. R. 527.

This very important case we also commented upon at length in our late article on Recent Stock Exchange Decisions, *ante*, p. 325, and we need now only call attention again to the elaborate judgment of Blackburn, J., which, though at present expressing only his individual opinion, is, we think, likely ultimately to be adopted as correctly explaining the true legal effect of a sale of shares on the Stock Exchange. His view is, that by the machinery adopted the two members of the Stock Exchange who are brought together as holder and issuer of a ticket enter into a contract in which they are responsible as principals, though, if they are really agents for other persons, the latter are also parties in the character of undisclosed principals.

ADMIRALTY.

INTERROGATORIES.

The Minnehaha, 19 W. R. 304.

Two points were decided in this case with respect to the practice of the Court of Admiralty in admitting interrogatories. The first relates to the interrogatory as to documents. By section 50 of the Common Law Procedure Act, 1854, either party may obtain a discovery of documents, or an affidavit of some document being in the possession or power of the opposite party from which he would derive assistance. By the 51st and 52nd sections, on an affidavit of benefit and of merits, either party may interrogate the other. Under the 50th section, it was decided,

in *Evans* v. *Louis* (L. R. 1 C. P. 656), that some one document must be specified in the affidavit as being in the possession or power of the opposite party; but that condition being satisfied the order for discovery is not confined to that document, but is general. On the view that the discovery of documents is wholly provided for by section 50, and is only to be given on the affidavit mentioned in that section, it is the practice with some judges of the common law courts to disallow an interrogatory directed to such discovery; but it is notorious that other (and an increasing number of) judges are in the habit of allowing it; and no decision exists in opposition to this latter practice, probably for the reason which has influenced those judges who allow it—namely, that the defect is one so easily remedied, and that the affidavit is so merely formal in its character. In the *Minnehaha*, decided in the Court of Admiralty (to which these sections have been extended by 24 Vict. c. 10, s. 17) a general interrogatory as to documents was allowed without any affidavit under section 50; the learned judge electing, in the absence of any common law decision to the contrary, to follow the practice of the Court of Chancery. The practice thus sanctioned in truth renders the 50th section practically inoperative, except where discovery only is sought; and even if no other question is asked besides that as to documents, it is not easy to see why, in reason, it should not be allowed by itself, if it is allowed in conjunction with others. It may be added that since the *Minnehaha* an interrogatory as to documents has received a *quasi*-judicial sanction from the Court of Common Pleas. In *Bechervaise* v. *Great Western Railway* (L. R. 6 C. P. 36), such an interrogatory was allowed by the judge in chambers, and was not quarrelled with in court.

The second point relates to the mode of answering which may be required, and here again in the absence of any decision in the common law courts, the practice in chancery was followed. The plaintiffs claimed that the defendant should answer, as in chancery, not only as to personal knowledge, but also as to information and belief. No decision exists in the common law courts as to the admissibility of this mode of interrogating, which has, however, been sometimes practised without objection. It would be very undesirable to allow the inquiry to be pushed further into the details and sources of mere hearsay; but in this general form no solid objection can be made to the question; it can never embarrass a really honest plaintiff or defendant; and though, since no man is bound to believe that of which he is informed, it might seem that an answer as to information and belief could not furnish much evidence of value to the other side, yet the inquiry may certainly be useful as going to the *bona fides* of the claim or defence.

Salvage Services by a Towing Ship.

The J. C. Potter, 19 W. R. 335.

In this case the question arose whether, under the circumstances, a vessel, which had entered into a contract of towage, but had rendered to the vessel in tow unusual services, was entitled to salvage remuneration. The learned judge held that she was. The particular circumstances of the case are immaterial; it is enough to say that, in the opinion of the Court, the services rendered were in their nature not towage but salvage services, and that the tug incurred risk in rendering them. It is of more consequence to consider the criterion which the Court laid down for determining when a vessel under a contract of towage is entitled to maintain a salvage claim against the vessel in tow. The true criterion of whether the tower has become salvor is stated to be "whether the supervening circumstances were such as to justify her in abandoning her contract." If she would not have been so justified, then it seems she can claim no salvage money; if she would, she may maintain her claim.

Now, a claim of salvage, though it may arise out of contract, is not in its nature a claim arising out of contract at all, except in the same sense in which an action for money had and received brought to recover money paid by mistake, &c., is said to be founded in contract; but the claim arises by mere matter of fact—namely, that in circumstances of peril, saving services have been rendered by persons who were not under any contract to render them. It may happen that the services which a towage contract contemplates are under the circumstances in effect salvage services; and where there is an express contract which is carried out, it matters very little what name it bears; that express contract determines the rights of the parties. On the other hand, if in the course of a towage service, other services are rendered which are not within the towage contract, and which are in their nature salvage services, there seems no reason why these services which are not provided for by the contract at all, should not be treated in precisely the same way in which they would be if rendered by a stranger; because the towage contract is not like that of the crew, a contract to render the vessel all the service they can, but only to render services of a certain description. This then seems the plain and simple rule, and this is the way in which it is put by the Privy Council in the *Minnehaha* 1 Lush. 332. Their Lordships, after saying that the tug "may be prevented from fulfilling her contract by *vis major*, by accidents which were not contemplated, and which may render the fulfilment of her contract impossible, and in such cases, by the general rule of law, she is relieved from her obligation," but that she is not relieved from her obligation by difficulties or interruptions merely because they were unforeseen; proceed to say, "but if, *in the discharge of the task*, by sudden violence of wind or waves or other accidents, the ship in tow is placed in danger, and the towing vessel incurs risks and performs duties which were not within the scope of her original engagement, she is entitled to additional remuneration for additional services if the ship be saved, and may claim as a salvor instead of being entitled to the sum stipulated to be paid for mere towage." Again they say "the tug is relieved from the performance of the contract by the impossibility of performing it; but if the ship in her charge is exposed by unavoidable accident to dangers which requires from the tug services of a different character and bearing a higher rate of payment, it is held to be implied in the contract that she shall be paid at such higher rate. Lastly, they say that to hold that the tug is bound to take the vessel to her destination at all hazards, and to hold that the moment "the completion of the contract in the mode originally intended becomes impossible the tug is relieved from all further duty," would be alike inconsistent with the public interest. That is, by implication of law the tug is bound, if the occasion should arise, to render salvage services to the vessel in her charge, if this can be done without imperilling her own safety; but the law implying this duty, implies also the corresponding right to be paid, according to the nature of those services, at a salvage rate. The same doctrine was laid down in the *Pericles* (B. & L. 81), where it was also explicitly stated that risk to the salvors was not in this any more than in other cases a necessary element of salvage. There it is expressly laid down that the tug may earn salvage under circumstances where she is still under an obligation to continue the performance of the towage contract, provided, in the course of that performance, she performs services outside the towage contract, and that, notwithstanding she incurs no risk in doing so. The *White Star* (L. R. 1 Ad. 68), however, where also salvage remuneration was claimed by a tug under a contract to tow, seems to give colour to another rule. There Dr. Lushington laid down, in his charge to the assessors, that "where a contract is made, in order to justify its breach it must be shown that circumstances occurred which could not have been within the contemplation of the parties and that such is the state of circumstances that to insist upon the contract and hold it binding would be contrary to

the principles of justice and equity." This certainly seems to suggest that the right to demand salvage remuneration depends upon the right of the towing vessel to break, or rather, under the circumstances, to decline fulfilment of, the towage contract; but these expressions must be taken with reference to the circumstances of the case, where an attempt was made to set up a repudiation of the towage contract and an express substituted salvage contract. In the case, however, of the *J. C. Potter*, the view suggested in the *Pericles* is adopted and carried further in the written judgment of the Court, and it is laid down that the right of the vessel under towage contract to claim salvage remuneration depends on his right to "abandon" the contract of towage. Now if this only means that she cannot make that claim, unless she has under the circumstances a right to say she is not limited by the towage contract, it is of course saying nothing. But if it means, that she cannot make that claim unless circumstances occurred which would have made the performance of the original towage contract impossible, then it is in direct contradiction to the plain rule laid down by the Privy Council in the *Minnehaha*, that she may claim salvage remuneration for services rendered in the performance of the towage contract, but beyond it, *although* she could still continue, and was, therefore, bound to continue the performance of her towage contract, and *although* even she could do so without risk to herself. But, apart from its inconsistency with the rule laid down by the Privy Council, what is the state of circumstances contemplated in the present judgment, or what intelligible sense can be given to the phrase used? It is clear circumstances cannot be contemplated which make the performance of the towage contract absolutely impossible; for then the tug would be relieved altogether of her responsibility. But it may be suggested that circumstances may arise which make the continued performance of the towage contract impossible, *unless* some salvage services are performed; which salvage services might, it may be supposed, be rendered by some third vessel, and, if so rendered, would earn salvage remuneration for the salvors, and would make the performance of the towage contract by the tug possible. Now those services the tug not only has the opportunity, but is (as laid down by the Privy Council, and admitted by the learned admiralty judge) under a duty to render. But whence does this obligation spring but from the existing towage contract? The tug cannot elect to say, "we will leave you." Why not, but for the subsisting contract? If the tug does her duty and performs those services is some further state of circumstances to be contemplated half-way between the conditions of the case where the duty of rendering salvage services begins, and where the absolute impossibility of completing the towage contract discharges the tug from all responsibility; and if so by what test is this peculiar point to be ascertained? But if all that is meant is that the towage contract expires on the happening of circumstances which require salvage services, but in expiring gives birth, on behalf of the tug who performs her duty, to a new salvage contract or salvage right, then all that is done by that method of expression is to give a new and complicated form to an established rule.

REVIEWS.

The Law of Naturalization, as Amended by the Naturalisation Acts, 1870. By JOHN CUTLER, B.A., of Lincoln's Inn, Barrister-at-Law, Professor of English Law and Jurisprudence, and Professor of Indian Jurisprudence at King's College, London. London: Butterworths. 1871.

This little book contains, first, a short statement of some of the leading doctrines of the old law relating to aliens; secondly, a sort of exposition of the Act of last session; thirdly, a copy of the Naturalization Acts of last session and the rules issued under them; and, lastly, a very short index. The book is not likely to convey to a lawyer much with which he is not already familiar, but probably this was not the author's aim, and to anyone not having much previous acquaintance with the subject who wishes for a general sketch of the law affecting aliens as it was a year ago and as it is now, this book will be useful.

Mr. Cutler, however, is not always accurate in his law. For example, on page 5, he states quite truly that an alien "can sue and be sued in any court." But he adds a footnote in the following terms:—"An alien plaintiff may be called upon to give security for costs, and an alien defendant, in action to recover £20 or upwards, may be arrested before judgment if there is reasonable cause to believe that he is about to quit the country." Each of the propositions contained in this note is entirely incorrect. In the first place it is not true that any plaintiff can be called upon to give security for costs because he is an alien. A plaintiff *residing abroad*, whether a British subject or an alien, may be so called upon. A plaintiff residing within the jurisdiction, whether a British subject or an alien, can not be. Secondly, as to arrest upon *mesne* process, there is no difference between the liability of a British subject and that of an alien. Mr. Cutler's statement, though at present true of nobody, would, before 1869, have been a correct enough statement of the law as to British subjects and aliens alike. At present the liability of both alike is governed by section 6 of the Debtor's Act, 1869, by which a defendant can only be arrested when the action is for £50 or upwards, and he is about to quit England, and his absence will materially prejudice the plaintiff in the prosecution of his action.

COURTS.

COURTS OF BANKRUPTCY.

LINCOLN'S-INN FIELDS.

(Before Mr. REGISTRAR ROCHE, sitting as Chief Judge.)

April 1.—*In re Plumly and Mellicott.*

The debtors in this case were picture frame makers and manufacturers of mineral waters, trading as a "Mineral Water Company." They had filed a petition for arrangement by way of composition.

Mr. Robertson Griffiths on the part of the debtors applied that a second meeting of creditors might be considered as a "first meeting," so that another meeting might be held to confirm the resolution of the previous meeting, in order to bring the case within the Bankruptcy Act relating to liquidation proceedings.

Mr. Registrar ROCHE said he would not hear an application on the part of the debtors. The creditors must apply. He presumed the learned counsel was instructed on the part of the debtors.

Mr. Robertson Griffiths admitted that the solicitor for whom he appeared was for the debtors, but also for creditors, and he begged permission to read an affidavit in support of his application, from which it appeared that at a meeting of creditors in February a proposition was made to pay the creditors 10s. in the pound, to be guaranteed, but at a subsequent meeting another proposition was made, and it was to consider the second application as the "first meeting" that the present application was made.

Registrar ROCHE required an affidavit either by the chairman of the meeting or by creditors. He (the Registrar) would not act on the present affidavit. The attorney he knew to be a respectable man, but he wished it to be known that such application, when made only on the part of debtors, would not be granted. The Court would attend to the application of creditors, and they must apply, or their solicitors.

Mr. R. Griffiths suggested the importance of the application, as Monday was the last day to register the resolutions of creditors.

The COURT said if an affidavit such as he had suggested were made the application would be granted as of to-day. It was important that it should be understood that creditors must apply to show that it was for their benefit that applications were made, and that neither solicitors nor accountants, however respectable, would be permitted to take the whole of the cases for debtors into their hands.

The order was made subject to the production of an affidavit, as stated by the learned Registrar, and which it was said could be produced.

COUNTY COURTS.

MARYLEBONE.

(Before Sir EARDLEY WILMOT, and a jury.)

March 31.—*Steven and others* v. *Moore.*

Flood (instructed by Mr. Jee, solicitor, 45, Fenchurch-street), appeared for the plaintiffs, and *Montagu Williams* (instructed by Mr. Sparham, of 4, St. Bealt-place), for the defendants.

Williams applied for an adjournment on the ground that Mr. Brine, one of the defendant's principal witnesses, was absent, but Mr. James Fendall Vigne swore that he was Brine's uncle, and that he had seen him close to the court about ten minutes before, whereupon, the judge ordered the case to proceed. The plaintiffs are iron casters, at 52, Upper Thames-street, and the defendant is an ironmonger, at 187, Tottenham-court-road.

It appeared that in September last the plaintiffs' traveller, observing the name of Brine & Co. over a newly-opened ironmonger's shop at 187, Tottenham Court-road, called to solicit an order. He saw the defendant, who represented himself as Brine & Co. Business was done on that and subsequent occasions, and goods of the total value of £33 18s. 6d. were ultimately supplied. About October 10th the defendant called at the plaintiffs' place of business, and introduced himself to Mr. James Steven (one of the firm) as Brine & Co. Shortly afterwards the name of Edward Moore was substituted over the shop for that of Brine & Co. Mr. James Steven and Mr. Jee called on Moore to press for payment of the plaintiffs' account, when he denied all liability, and said that Mr. Brine alone was responsible. Mr. Jee asked for Mr. Brine's address, but the defendant said he did not know it. Thereupon a writ was issued in the Queen's Bench against the defendant. A few days afterwards the defendant and a person calling himself Mr. Brine went to the plaintiffs', and the latter offered a three months' bill for the amount of their account, but it was declined. The cause was, on the application of the defendant, removed, after issue joined, for trial in this Court.

Mr. H. T. Grainger, the plaintiffs' traveller, and Mr. James Steven, proved that the defendant represented himself to them as Brine & Co., and Mr. James Pennington and Mr. Matthew Wallace (the manager and the book-keeper of Messrs. William Boyd & Co., of 26, Upper Thames-street, iron-casters) swore that the defendant had told them that he alone was interested in the business, and that Brine had lent his name, as he (Moore) did not wish his own to appear on account of its being so well known in the neighbourhood through his father, an ironmonger, at 122, Euston-road, being in pecuniary difficulties. Mr. Williams subjected these witnesses to a severe cross-examination, but failed to shake their evidence. The defendant swore that when the goods in question were supplied he was Mr. Brine's manager, at a weekly salary of £2, and that he afterwards purchased the business for £355, which was paid in bills not yet due: and that he never represented himself as the owner of such business until after he bought it.

Williams argued that the plaintiffs must, on their evidence, be non-suited, but the judge over-ruled his contention.

His Honour summed up the evidence, and the jury, after a few minutes' consultation, gave a verdict for the plaintiff for £33 18s. 6d.

LAMBETH.

(Before PITT TAYLOR, Esq., Judge.)

March 21.—*Sheppard* (*married woman*) v. *Hennessey.*

Married Women's Property Act, 1870—*Receipt signed by husband for earnings of wife void.*

This was an action by a married woman for money due for the care and maintenance of the defendant's child. The plaintiff had made the contract herself with the defendant's wife, and the two women had so confused the account of payments that they could not settle between them what was due. The Court found that the amount claimed was the right amount.

Mr. Elworthy, for the defendant, produced a receipt signed by plaintiff's husband for part of the money, and claimed a deduction accordingly.

Mr. PITT TAYLOR said the husband's receipt was of no use now, as by the 1st section of the recent Act the woman's "receipts alone shall," in cases of this kind, "be a good discharge." The full amount must be paid, although that was, in effect, paying part of it twice over.

BIRMINGHAM.

April 3.—(Before R. G. WELFORD, Esq., Judge.)

Case of Contempt of Court.

The attention of the Judge having been called to the practice adopted by some firms of issuing notices demanding payment of debts similar in form to the County Court processes, his Honour directed that Messrs. Fowler and Bees, coal merchants, Bennett's Hill, one of whose notices was produced, should be required to attend before him. Mr. Parry said he had given notice, by his Honour's direction, to Messrs. Fowler and Bees that he intended to apply to the Court to inflict a fine upon them for issuing the printed form complained of, and he afterwards sent his clerk to ascertain whether they would save him the trouble of preparing affidavits, and admit that the document was sent by them or by some one connected with them. Their solicitor at once admitted that the notice did emanate from them, and that was the reason why no affidavits had been filed. He (Mr. Parry) did not want to aggravate the thing at all, as he thought that the person who printed the forms was more to blame than Messrs. Fowler and Bees, for he not only pushed his trade to the best of his ability and sold the forms, but also hung them up in his window. Mr. Parry then read the 57th section of the 9 & 10 Vict., the latter part of which stated, "Who shall act or profess to act under any false colour or pretence upon the process of the Court, shall be guilty of felony." He simply gave notice to the parties to bring them before his honour, for contempt of court, and if his friend (Mr. East) wished him to argue the point, he was quite prepared to show that what had been done was a contempt of court. He did not think, however, that his friend wished him to go to the trouble. By his Honour's direction, notice had simply been given to the parties that they could not make use of such documents, which were a great nuisance to the clerks in the county court office, for people brought them there, with money, thinking that they were county court summonses, and that was the way in which the one got into his Honour's hands last week. The practice had been dealt with before and it ought to be stopped.

Mr. East said he was instructed in the little piece of ignorance and impudence which had been sent to the court, and a more extraordinary document he had never seen. The first part was mild enough—"Notice before proceeding in the county court," and then came the royal arms, but what they were put in for he could not imagine. At the bottom were the little malignant words, "By order," and that would lead some people to think the county court issued the notice to frighten them into paying the money. No words of his could express his contempt of the proceeding, and he thought his Honour had acted very wisely in taking this course. He (Mr. East) was aware that Mr. Hodgetts and other printers had issued the notices ever since the county courts had been in existence, but his clients knew nothing about the contempt, nor the issue of the papers. They employed a person named Brooks to collect their accounts for so much per week, and, as he had done before, Brooks purchased the papers of one of the oldest printers in Birmingham, and was not aware that he was doing anything wrong. Both Brooks and his clients were present to tell his Honour that the summons, if summons it be, was sent out without their knowledge, to express their sense of the impropriety of the proceeding, and to assure the Court that they knew nothing whatever about the matter, and would not have allowed it.

His HONOUR said the explanation was satisfactory, but he thought notice should be given to the printer.

Mr. East.—I think so. I think it is a contempt of court in publishing these things.

Mr. Parry said he would take care that the notice was given.

His HONOUR said that the issue of a notice, similar to the one complained of, to debtors in that court would be assumed to be, and accepted by them as a process of the court.

Mr. East said he should certainly advise his clients to pay the costs, with which he hoped his Honour would be satisfied.

His HONOUR consented, and said notice should be given to the printer that he was also liable to the same proceedings for printing those things. It ought to be stopped.

Costs on the higher scale.

Shortly after the opening of the Court, his Honour said he wished to make a slight alteration in the rule with re-

gard to costs. It had been usual when an action was brought for a sum over £20, and a verdict was given for less than that sum, but exceeding £5, for the plaintiff to apply that the costs should be on the higher scale. Mr. Warren, the judge of another Court, had recently directed his attention to the 33rd section of the 19 & 20 Vict. c. 108, which said that if the amount of a valid claim exceeded £20, the County Court judges should make a scale which was to be enforced in every Court; therefore, the rule was that in a case where more than £20 was recovered, the higher scale of costs would be enforced. The 129th of the Consolidated Rules laid down that in every case where the claim was for more than £20, and less than that sum, but over £5, was recovered, the scale of costs should be fixed at the discretion of the judge. His rule in such case would be to throw upon the defendant the burden of applying that the costs should be upon the lower scale.

BIRKENHEAD.

(Before — HARDEN, Esq., Judge.)

Bankruptcy.

March 27.—*Re Thos. Williams.*

The question raised in this case was whether or no a resolution to accept a composition ought to be registered. The facts are stated in the judgment.

Mr. Anderson for debtor and numerous creditors.

Mr. Downham for creditors.

Mr. William Sherrat, for the execution creditors, objected to the registration of the resolution, and cited section 126 of the Bankruptcy Act, and rules 273, 279, and 295.

Mr. HARDEN.—The registrar was called upon to register a resolution of creditors under the following circumstances:—On the 16th of February, 1871, Thomas Williams petitioned in liquidation, and on the same day an injunction was granted to stay an execution creditor, who had seized under an execution, and a receiver was appointed and notices were sent to thirty-two creditors to attend the first meeting, to be held in March, and an adjournment to the 14th. On the latter occasion ten creditors who had proved their debts, amounting to £392 7s. 4d, were present in person or by proxy; but before any resolution was arrived at a gentleman, who represented four of the creditors, whose debts amounted to £114 3s. 10d., withdrew from the meeting, but did not withdraw his proxy as he might have done under rule 273. The other six creditors representing £278 3s. 6d., resolved unanimously to accept a composition of 5s. in the pound, and signed the resolution. The execution creditor objected to the resolution being registered, and, having first proved his debt, contended that the resolution was not binding upon non-assenting creditors, inasmuch as £273 3s. 6d. did not amount to three-fourths of the debts proved and represented at the first meeting—viz., £392 7s. 4d. On behalf of the debtor it was contended that the retirement of the gentleman who represented the four reluctant creditors made it as though he had not approved at all, and then the resolution would be unanimous. He himself, after full consideration and with some reluctance, arrived at a contrary opinion, and advised the registrar not to register the resolution, thereby giving the execution creditor the benefit of his execution.

APPOINTMENTS.

Mr. JOHN WAKEFIELD BURRUP, solicitor, of Gloucester, has been appointed Under-Sheriff of Gloucestershire, in succession to his father, Mr. John Burrup, deceased. Mr. J. W. Burrup was certificated in 1850, and is also registrar of the county court at Newnham.

Mr. WILLIAM LAWRENCE COOKE, of Cirencester, Gloucester, has been appointed a Commissioner to administer Oaths in Chancery.

Mr. WILLIAM DALE TROTTER, of Bishop Auckland, has been appointed a Perpetual Commissioner for taking the acknowledgments of deeds by married women in and for the county of Durham.

Mr. CHARLES LEPTWICH OLDFELD BARTLETT, of Sherborne, Dorset, has been appointed a Perpetual Commissioner for taking the acknowledgments of deeds by married women in and for the county of Dorset.

Mr. STUDHOLME CARTMELL, solicitor, of Wigton, Cumberland, has been elected Clerk to the Carlisle School Board. Mr. Cartmell was admitted an attorney in 1866.

Mr. THOMAS HUSTWICK, solicitor, of Soham, Cambridgeshire, has been appointed Clerk to the School Board of that district. Mr. Hustwick was admitted an attorney in 1836, and is also registrar of the Soham County Court.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

March 31.—The *Albert Life Assurance Bill* was read a third time and passed.

Bankrupt Peers.—The Lord Chancellor's bill relating to disqualification by bankruptcy for seats in this House was read a first time.

The *Justices' Procedure* (*England*) *Bill* was committed *pro forma*, for the purpose of inserting amendments.

The *Judgments* (*Ireland*) *Bill* was read a second time.

HOUSE OF COMMONS.

March 31.—*Merchant Shipping Bill.*—In answer to Mr. Rathbone, Mr. Chichester Fortescue said he was extremely anxious to press the bill forward, and would endeavour, as far as lay in his power, to do so. It appeared to him, however, that it was possible to pass it in the present, or, indeed, in any session only by the attention of those who were interested in the measure being given to its provisions so as to secure a complete examination of them outside the walls of the House before they came on for discussion. If that were done, he entertained very sanguine expectations that by means of the suggestions thus made its progress would be very much facilitated. He hoped that during the recess hon. members would use their influence to this end, furnishing the Board of Trade with the result of their deliberations, either in writing, by personal interviews, or both; and the bill might thus be put into such a stage that without any great loss of time it might become law.

The *Pilotage Abolition Bill.*—In reply to Viscount Sandon, Mr. Chichester Fortescue said he hoped to take the second reading of this bill on the Thursday after Easter, immediately after the Budget had been moved.

The Case of Martha Torpey.—Mr. O. Morgan rose to call the attention of the House to the recent acquittal of Mrs. Martha Torpey, and to the expediency of abolishing the rule of law which in certain cases exempts married women from responsibility for their own criminal acts. Having referred in detail to the facts of the case, he proceeded to declare that the miscarriage of justice in the matter was due rather to a defect in the law than to any fault of either the judge or the jury. According to the opinion of Blackstone, Martha Torpey had been rightly acquitted. It was absurd that the presumption of coercion should be allowed in the case of a wife and not be allowed in the case of a child eight or nine years old committing an offence in company with its father. Again, a man's mistress was often more completely under his control than his wife, and yet, if by brutal violence on the part of her paramour a woman was induced to commit forgery, for example, she would be convicted, not because she was a free agent, but because she was not a married woman. Our law did not presume that the wife acted under coercion in a case of murder in which she was implicated along with her husband, and in the present instance if the shopman had died through the application of the handkerchief to his face, Mrs. Torpey would have been held responsible for her acts; but because she had not succeeded in killing him, therefore she was presumed to be irresponsible. Such a distinction was wholly arbitrary and irrational. The true account of the origin of that legal presumption was believed by Mr. Malcolm Kerr, the learned editor of Blackstone, to be found not in the subjection of the wife to her husband, but in the long obsolete doctrine of the benefit of clergy. It was, therefore, an illustration of how, in this highly conservative country, a legal rule remained embedded in our jurisprudence long after the reason for it had ceased to exist. There was nothing in the present relation between husband and wife to justify the retention of that presumption. The presumption he was condemning might perhaps have been all very well in times when women and children were hanged by scores for petty thefts; but in the present day, in jury cases, above all in criminal cases, it operated most mischievously.

—Mr. Straight, having been personally engaged in the case, said he believed that Martha Torpey's accquittal was owing to her diminutive form rather than anything else, because the learned counsel for the defence strongly urged to the jury that it was scarcely probably a young woman of her physique would, from her own free will, have engaged in the crime of violence charged against her. He largely endorsed the hon. and learned member's condemnation of this presumption of law. He joined with the hon. and learned member therefore in asking the House to remove a great defect in the administration of the law, and prevent the recurrence of proceedings scandalous to the country.—Mr. Jessel supported the same view.—Mr. M. Chambers believed that the two branches of the Legislature had been going beyond their province. He protested at the manner in which ignorant members—by the use of the word he intended no offence—were in the habit of attacking those who had to administer justice either in the civil or criminal courts of the kingdom. It had struck him many times that this presumption of law was a most humane law, for it was founded upon the well-known submissiveness of a tender wife, even towards the worst of husbands. And an affectionate, domesticated wife, they knew, was but a weak instrument in the hands, possibly, of a weak or criminal husband. There might be, and no doubt there were, occasional and exceptional shrews; but the law was made for the generality of wives, and, according to his humble judgment, the law was a good one and ought to be continued. If there was a defect in the law, let hon. gentlemen who thought so ask the Home Secretary or the Attorney-General to take the matter into consideration, but they ought not to come forward over and over again and occupy the time of the House, because, on a particular occasion they had read in the newspapers that there was some error in the administration of the law.—Dr. Ball said the alteration of the bill was surrounded with much more difficulty than was supposed. The relation of husband and wife was one of a peculiar character, demanding the most perfect confidence between the two parties. He was not prepared, therefore, to lay down the doctrine that a wife was to be answerable in every case in which the criminal law made the husband liable. He was not prepared, in the first place, to accept the proposition that the wife was to be answerable for complicity or mere knowledge—for that degree of guilt which was created in law by a person becoming cognizant of or in some manner connected with some crime. He regarded that particular offence in the case of a wife towards her husband as impossible. For was the wife to become a spy upon her husband? If that were to be so they would lay down a doctrine incomparably more dangerous than the occasional escape of a criminal could be. In the second place, he was not prepared to have the wife punished in crimes of an extremely light or trivial description, such as petty larceny. The doctrine of presumption, as it existed in the law, was the invention of wise judges, who, finding that public feeling in the cases he had mentioned would revolt against the punishment of the wife, devised this ingenious subtlety as a ground of distinction to save her. He doubted very much whether it was clear that the law was confined to cases of that character. He should wish to see it decided by an appellate tribunal whether there were not crimes accompanied by great violence, as well as murder or high treason, outside of the doctrine, and whether the doctrine was not confined to its original application to cases in which our own feelings would tell us that it would not be expedient to enforce the law to the utmost. The doctrine was, he believed, a thousand years old, and after the repeated revisions of our criminal law which had been made without its operation having been referred to by Royal Commissions or great legal writers as a grievance, he was of opinion the House ought to pause before proceeding to act on a single instance in which a jury may have happened to go wrong. The sanction of judicial authority, or the recommendations of a commission appointed to investigate the subject, were, he contended, always a preliminary to such changes as that proposed, and he doubted very much, if the law were altered, when a line of distinction came to be drawn, if it would be a better one than that which was now drawn by the law as it had existed for so long a period.—Mr. T. Chambers expressed his concurrence in all that had fallen from the previous speaker, and maintained that there was not laid the smallest foundation for an alteration of the law. In what did the present case consist? In a wrong verdict against the right law as it had been laid down by the learned Recorder. Now, a wrong verdict could not be changed by any alteration in the law. His hon. and learned friend had founded his argument of the law on a ridiculous presumption, the foundation of the presumption really being that the law of England regarded with favour and approval the affectionate obedience of the wife to her husband, and recognised the marital control which, as a consequence, he was enabled to exercise as excusing her from the consequences of minor offences. But the hon. and learned gentleman said that the presumption went to the extent of including highway robbery, but he must maintain that it did not extend to crimes of violence like that, in which the wife took an active part. and if the hon. and learned gentleman would look carefully into the passage from Blackstone which he had quoted he would find that the crime of murder was there given as an illustration, and by no means as an exhaustive description, of the cases to which the presumption did not apply. He hoped, under these circumstances, that the Attorney-General would not trouble himself about the matter.—The Attorney-General said it appeared to him that, although, as a general rule, the House of Commons ought to be very careful how it canvassed the verdicts of juries, yet that when great public interests were involved, and when there was reason to suppose there had been a miscarriage of justice, the matter was one which it was fully within the province of the House to discuss with a view to see whether the law stood in need of alteration. He quite concurred with the last speaker that the fact that a wrong verdict had been given did not furnish a sufficient reason why the law should be altered. The case, however, which had been put by the hon. and learned gentlemen who brought forward the subject was not one of a wrong verdict, but of a wrong verdict in consequence of a strong legal presumption, and he could not help thinking that if there had been no such presumption there might have been no such verdict. The evidence, so far as he was enabled to form a judgment, went to show that the woman, in the present instance, had taken an active part in the robbery. And if the verdict was wrong, why was it wrong? Was it not, in all probability, because of the presumption of law? "But," said the Common Serjeant, "the presumption of law does not apply to cases of violence,"—thus going, he thought, too far; for, although he was aware that doctrine was laid down in some text-books, yet, if he was not mistaken, a different doctrine was laid down in others. The learned Recorder, at all events, had not, he believed, taken that view; for, so far as he could learn, he had put it to the jury that there was such a presumption, although he also put it to them that the presumption was rebutted by the facts of the case, and that the woman was a free agent. He understood further that if a letter written by her had found its way to the jury it would have placed the matter beyond all question. He could not doubt, he might add, that the verdict was one which the learned Recorder could not approve, and that it was brought about in a great measure by the presumption of law. That led him to inquire whether the presumption was or was not well-founded. He had no doubt it was originally based on those fundamental notions of justice which must more or less enter in the codes of all civilized nations. The principle of law was that a person was not answerable criminally for an act committed on a compulsion which he was unable to resist. But our law did not stop there. It laid down a presumption with respect to a particular class of felonies only, where the husband and wife were together, and there the law assumed, whether the fact was so or not, that the wife must be under the husband's compulsion. But he very much doubted whether this legal presumption, even if originally advantageous, was now tenable. The reason for the presumption was given by given by Sir Robert Brooke, who, writing in the time of Elizabeth, in the curious mixture of Norman French and Latin to be found in the law books of that day, said:—"Ratio videtur eo que le ley entend que la feme ne osa contradire son baron," If it were true that in the days of Elizabeth no wife ever ventured to contradict her husband, the times were greatly changed. Now it would be easy to point to husbands who did not dare to contradict their wives. Blackstone traced this presumption in our law to our Anglo Saxon ancestors, or even further back to those northern nations where the same rule applied both to wives and to slaves. Probably the condition of these two classes was not then very different; and in those time the presumption might have been a fair one. But it was entirely inapplicable to the present time,

when the position of women had been altogether altered, and women unquestionably thought for themselves. There was no better ground for the presumption in the case of husband and wife than in the case of father and child or master and servant. Instead of establishing an arbitrary presumption in one particular case, the better plan would probably be to put to the jury in all cases the question, was the prisoner a free agent, or entirely overpowered by the will of another?

The *County Justices Qualification Amendment Bill* was read a third time and passed.

Tribunals of Commerce.—A select committee was appointed, on the motion of Mr. Whitwell, to inquire into the expediency of establishing tribunals of commerce, or of otherwise improving the administration of justice in causes relating to commercial disputes in England.

April 3.—The *Elections (Parliamentary and Municipal) Bill* was read a second time.

Representation of the People Acts Amendment Bill.—Mr. Hardcastle obtained leave to bring in a bill to repeal the minority clauses of the Representation of the People Acts.

Local Rating and Local Government.—Mr. Goschen obtained leave to bring in two bills to amend the laws relating to rating and local government, and to make better provision respecting the liability of property to local taxation, and for other purposes connected therewith.

April 4.—The *Elections (Parliamentary and Municipal) Bill* was committed *pro forma*.

The *Inclosure Land Amendment Bill* was referred to a select committee.

Trades Unions Bill.—On the order of the day for considering the amendments to this bill, Sir M. Beach expressed fears lest, in the case of trades unions, registration should produce the same kind of financial evils as it had in the case of friendly societies, and suggested as an amendment in the bill a separation of the funds applied for strikes from those applied for relief.—Mr. Bruce said the amendment would entirely defeat the object, as no trades union would accept such a condition. The trades unions were both trade and friendly societies, and it was impossible to apply the same rules to them as were applied to other societies.—Mr. Winterbotham proposed an amendment providing that the country summary jurisdiction should be, in England, justices of the peace or stipendiary magistrates; in Scotland, the sheriff of the county or his substitute; in Ireland, the resident magistrate; in the metropolitan districts a stipendiary magistrate; and in the City of London, the Lord Mayor and other aldermen.—Mr. J. H. Palmer renewed the proposal that jurisdiction should be given to the county court judges.—Mr. S. Morley supported the proposal.—Mr. Winterbotham opposed the amendment, observing that it would not be fair to throw upon county court judges the labour of such extra duties, and that if there should be any dissatisfaction with the judicial conduct of the justices, it would be open to the workmen to ask for the appointment of a stipendiary magistrate.—Mr. J. H. Palmer's amendment having been withdrawn, that of Mr. Winterbotham was agreed to.

Criminal Law Amendment (Masters and Workmen) Bill.—On the consideration of this bill as amended, Mr. Winterbotham proposed to omit from the bill the words "trades unions" in the two cases where they were used, and to substitute for them "temporary or permanent association or combination;" the effect of which, he said, would be to widen the operation of the bill so as to embrace all cases in which coercion was used in the manner described.—The amendment was agreed to.—Mr. A. Herbert moved an amendment defining the molestation punishable under the bill as follows:—"1. If he (the accused) hide any tools, clothes, or other property owned or used by such person, or deprive him of or hinder him in the use thereof. 2. If with two or more persons he shall hinder any such person from free passage to or from his work or occupation, or shall follow him about with abusive language. The hon. member contended that the words "persistently follow" were too vague, and might be sometimes applied to cases in which one workman followed another without any objection simply to reason with him.—The Solicitor General protested against it being attempted to place the Government in a position of anything like antagonism towards those large bodies of workmen whose interests in all legitimate matters it had been their earnest endeavour to promote. There were certain specific acts, wrong in themselves, which had been done, which probably would be done again, and which, in the interests of the trades unions themselves, it was most important should be put down. What was desirable was, that these acts should be clearly defined, in order that people should know what they might do, and what they might not do. The Government had endeavoured in the bill to make out clearly what were the offences pointed at, and which every reasonable man would agree were acts which should be suppressed. They had cut down the vague word "molest" by the three distinct acts of molestation named in the bill, which were only to be punishable when they were done for the purpose of coercion. He did not think the magistrates would be inclined to strain the law in the way the hon gentleman had suggested; but, supposing they did, the hon. gentleman forgot that under a general statute any person who was the subject of a summary conviction had a perfect right to demand from the magistrates a case for one of the superior courts of law, who would adjudicate upon the matter.—The amendment was negatived.—Mr. Melly moved an amendment giving magistrates the alternative of inflicting a penalty of £50. Mr. Rathbone seconded the amendment.—Mr. Fletcher took a similar view.—The Solicitor-General opposed the amendment. The offence dealt with was one between workman and workman, and could not be met by a pecuniary penalty.—Mr. Mundella supported the amendment.—Mr. Bruce could testify from experience that the pecuniary penalty would be utterly nugatory.—The amendment was withdrawn.—Mr. Morley asked whether the words "if with a view to coerce" might not be inserted after the word "molest."—Mr. Bruce explained that the desire to coerce was understood by the tenor of the clause.—Mr. E. Potter moved in p. 2, line 9, after "if," to leave out "watch," and insert "he alone, or together with other person or persons." After an observation from Mr. Bruce, Mr. Potter intimated a wish to withdraw his amendment, but a division was called.—Subsequently the amendment was negatived without a division.—Mr. Winterbotham said that it was intended to omit the words master and workman from the title, and to call the bill a bill for the amendment of the criminal law.—The bill was reported with amendments. The third reading was fixed for 17th April.

FOREIGN TRIBUNALS & JURISPRUDENCE.

AMERICA.

THIRD DISTRICT COURT, UTAH.

Jan. 1871.—*In the Matter of the Applications of Richard Douglas, Ralph Douglas, and William Kay, for Naturalization.*

These applicants for naturalization being sworn on their *voir dire*, each admitted that he has two wives and children by each wife, and each alleged that he was married to the second woman prior to the Act of Congress of July 1, 1862, which denounces severe penalties against those who shall be convicted of bigamy or polygamy. On being further interrogated by the Court, they all admitted that they are now cohabiting with their second wives, and two of them urged, as an excuse for doing so, that their first wives are now old, and can no longer bear children. The applicants are Englishmen.

MCKEAN, C J.—At the last September Term of this court, Sandberg and Horsley, neither of whom had actually committed bigamy or polygamy, applied for naturalization. The former said "that he regarded it as in accordance with the laws of God for a man to have more than one wife at the same time, and that, if the laws of the country forbade it, he regarded it as his duty to obey the laws of God rather than the laws of man." Horsley refused to answer, and by his manner as well as by his words said, in substance, that that was his own business and not the business of the Court. Their applications were rejected. The applications now at bar present other questions than those then considered. These three men seem to think that, because they took plural wives prior to the Act of Congress of July 1, 1862, they violated no law by doing so. Let us first consider this question, and afterwards turn our attention to the fact that they are still all cohabiting with their so-called second wives.

The government of the United States acquired the territory of Utah from the Mexican Republic, whether by the treaty of Gaudalupe Hidalgo in A.D. 1848, or by previous conquest, or by both, is for our present purpose, immaterial. And it is a familiar principle of international law that "the

laws whether in writing or evidenced by the usage and customs of the conquered or ceded country continue in force until altered by the new sovereign." (*Johnson's Lessee* v. *McIntosh*, 8 Wheat. 589; *Soulard* v. *United States*, 4 Peters 512; *United States* v. *Arredando*, 6 *id.* 712; *United States* v. *Perchman*, 7 *id.* 86; *United States* v. *Clarke*, 8 *id.* 444; *Dellassus* v. *United States*, 9 *id.* 133; *Mitchel* v. *United States*, 9 *id.*, 734; *United States* v. *Fernandez*, 10 *id.* 305; *Smith* v. *United Vtates*, 10 *id.*, 330. 15 Cal. 226, 18 Cal. 11, 20 Cal. 387, 24 Cal. 644, 1 Op. Atty.-Gen. 27, Wheaton's Law of Nations 327.)

The Court is bound to take judicial notice of the laws in force in this territory, at the time of its cession to the United States, not inconsistent with the public policy of the United States, and not since abrogated by the new sovereign. "Those laws are not regarded as foreign so as to require proof of their existence" (*Wells* v. *Stout*, 9 Cal. 494; *The People* v. *Folsom*, 5 Cal. 380; *Fremont* v. *The United States*, 17 How. 542). It is well known that the principles of the Roman civil law prevail in Mexico. But, it may be said, as some have asserted, that the pioneers of the present inhabitants of this territory found Utah unoccupied by civilized men, and that, therefore, no system of laws prevailed here when those pioneers took possession of the territory, and raised the flag of the United States. Without, at present, either conceding or controverting this position, let us inquire what, in case it were true, was the status of the settlers before Congress had legislated for the territory.

"In the absence of proof to the contrary, the common law is presumed to exist in those States of the Union which were originally colonies of England, or were carved out of such colonies." The same presumption prevails as to the existence of the common law in those States which have been established in territory acquired since the Revolution, where such territory was not at the time of its acquisition, occupied by an organized and civilized community, but where the population; upon the establishment of government, was formed by emigration from the original States. "As in British colonies, established in uncultivated regions by emigrations from the parent country, the subjects are considered as carrying with them the common law, so far as it is applicable to their new situation; so, when American citizens emigrate into territory which is unoccupied by civilized men, and commence the formation of a new government, they are equally considered as carrying with them the same law, in its modified and improved condition under the influence of modern civilization and republican principles" (*Norris* v. *Harris*, 15 Cal. 226). "It is the common jurisprudence of the United States, and was brought with them as colonists from England" (1 Kent's Com. 342-3). "Our ancestors brought with them the general principles of the common law of England, and claimed it as their birth-right." "It ought to be assumed by this court as a part of the jurisprudence of the State" (Opinion of the Court by Story, J. in *Van Ness* v. *Pacard*, 2 Peters, 144).

The federal courts will administer the common law, the civil law, or whatever system may prevail in a particular state (*The People* v. *Folsom*, 5 Call. 374; *Wheaton* v. *Peters*, 8 Peters, 591; *Kendall* v. *United States*, 12 *id.* 524; *Pennsylvania* v, *Wheeling Bridge Company*, 13 How. 518, 564).

"Common law is that general body of law, those general principles and those general usages which are to be found, not in the legislative Acts of any particular state, but that generally recognised and long established law which forms the substratum of the laws of every state" (*Forbes* v. *Scannell*, 13 Cal. 285; *Van Voren* v. *Johnson*, 15 Cal. 308; *Reid* v. *Eldridge*, 27 Cal. 346). "The statutes passed in England before the emigration of our ancestors, which were in amendment of the law, and which are applicable to our situation, constitute a part of our common law" (*Patterson* v. *Winn*, 5 Peters, 233; *Cathercart* v. *Robinson*, *id.* 264, 280; *Taylor* v. *Thompson*, *id.* 358).

Some of the inhabitants of this territory came hither from the organised States of the Union, but a large proportion came from the British Isles, particularly from England; others came from Germany, Holland, Norway, Sweden, and Denmark; a large majority of the adults are foreign born; all came from countries where monogamy is the marital rule, and where polygamy and bigamy are denounced and punished as monstrous crimes; all came from countries whose laws, like the Roman civil law and the English common law, condemn the man who has two wives as a bigamist, and the man who has more than two wives as a polygamist, and all of which countries severely punish such criminals.

It makes no difference whether the pioneers who settled in Utah found here the principles of the Roman civil law, or brought here the principles of the English common law; those two great systems of jurisprudence with equal emphasis condemn polygamy and bigamy which are regarded as practically the same crime. Blackstone says: "Polygamy can never be endured under any rational civil establishment, whatever specious reasons may be urged for it by the Eastern nations, the fallaciousness of which has been fully proved by many sensible writers." "It has never obtained in this part of the world, even from the time of our German ancestors." "It is therefore punished by laws both of ancient and modern Sweden with death. And with us, in England, it is enacted by statute (1 Jac. I., c. 11) that if any person, being married, do afterwards marry again, the former husband or wife being alive, it is felony" (Blackstone's Commentaries, vol. 4, p. 164, mar.). Chancellor Kent says, "No person can marry while the former husband or wife is living." "If there be no statute regulation in the case, the principle of the common law, and not only of England but generally of the Christian world, is that no length of time or absence, and nothing but death, or the decree of a court confessedly competent to the case, can dissolve the marriage tie" (Kent's Commentaries, vol. 2, pp. 79, 80). The same writer says: "The direct and serious prohibition of polygamy contained in our laws is founded on the principles of Christianity and the laws of our social nature, and it is supported by the sense and practice of the civilized nations of Europe. Though the Athenians at one time permitted polygamy, yet, generally, it was not tolerated in ancient Greece, but was regarded as the practice of barbarians. It was also forbidden by the Romans throughout the whole period of their history, and the prohibition is inserted in the Institutes of Justinian. Polygamy may be regarded as exclusively the feature of Asiatic manners and of half-civilized life, and to be incompatible with civilization, refinement, and domestic felicity" (Kent's Com., vol. 2, p. 81; see 1 Domat's Civil Law, 13, and Chambers' Encyc., 6th vol., 336).

Emigrants have been coming into this territory from prior to the treaty of Guadalupe Hidalgo, which was proclaimed A.D. 1848, to the present time; and whether they found here the principles of the civil law or brought or found here the principles of the common law, they were alike forbidden to practise the crime of bigamy, and that, too, without any Congressional legislation upon the subject. But by the organic act for this Territory, approved September 9, A.D. 1850, Congress, among other things, provided a supreme and three district courts for the territory, and enacted that "the said supreme and district courts respectively shall possess chancery as well as common law jurisdiction," thus by statute adopting for the territory the system of jurisprudence which the emigrants had brought hitherto. And the act of Congress of July 1, A.D. 1862, denouncing penalties against the crime of bigamy, was in strict harmony with the principles of both the civil and the common laws. It is quite time that certain men in this community who mislead the people, who prate about their loyalty to the Constitution while they denounce every law that opposes their lusts; it is quite time that such men had learned that "the jurisdiction of a nation, within its own territory, is exclusive and absolute. It is susceptible of no limitation not imposed by itself" (*The Exchange* v. *McFaddon*, 7 Cranch, 116). Let them make up their minds that this nation will enforce in Utah the same laws that are enforced everywhere else in the civilised world. Let those men who have been ignorantly or willingly misled into bigamy, make provision for the support of their illegitimate children and the mothers of those children, and then let them cease to co-habit with their concubines. After they shall have done and persisted in such "works meet for repentance," there will be time enough for them to apply for American citizenship on the ground that they are men "of good moral character, attached to the principles of the Constitution of the United States, and well disposed to the good order and happiness of the same." Whatever the present applicants for naturalization may have supposed in regard to the law prior to 1862, they now know that the law condemns their conduct. If they have any desire ever again to become the law-abiding

men which the court presumes they once were, let them at once begin to obey the laws—laws in harmony with the principles and practices of all civilised nations; let them no longer listen to the precepts, no longer imitate the examples of false teachers, who would have them believe that the man who turns away from the wife of his youth, and takes to his bed and board and bosom one or more young concubines, does a deed of piety—a deed, however, which reminds civilised men of the filial piety which prevails among certain African tribes, where children rid themselves of their aged parents by knocking them on the head with a club.

These applications for naturalization must be rejected.

OBITUARY.

MR. J. BURRUP.

Mr. John Burrup, solicitor, and Undersheriff of the county of Gloucester, died at Palace-yard, Gloucester, on the 21st of March, at the age of 78 years. Mr. Burrup was born in the parish of Holy Trinity, Gloucester, in September, 1792, and was educated at the Crypt Grammar School, in that city. He served his articles with the late Robert Pleydell Wilton, Esq., and was admitted an attorney and solicitor in 1815. In the same year he received the appointment of Clerk of Indictments of the County Quarter Sessions, and in 1817 he was nominated honorary secretary and treasurer of the Gloucestershire Law Society, which office he filled for upwards of half a century. From this society he received two presentations of plate, and at the annual meeting in June, 1869 his long services were acknowledged by a gift of £100. Mr. Burrup was first appointed Undersheriff of Gloucestershire in 1833, and had been re-elected every year since, except on one occasion. He was also for many years registrar of the Archdeaconry of Gloucester. Mr. Burrup likewise took an active part in the civic affairs of his native city, being elected in 1835, on the passing of the Municipal Reform Act, to represent the west ward in the Town Council, and was re-elected on many subsequent occasions. In 1849 Mr. Burrup was unanimously elected to serve the office of mayor, and during his tenure of that position Gloucester was honoured with a visit from her Majesty and the Prince Consort. For his promptitude and assiduity in suppressing numerous fires during his mayoralty, he became known as the "fire mayor." He had long been one of the charity trustees of Gloucester, holding the office up to the time of his death. Mr. Burrup was a member of the Incorporated Law Society and of the Metropolitan and Provincial Law Association. He is succeeded in the business by his son, Mr. John Wakefield Burrup, who was admitted a solicitor in 1850, and has taken his father's place as Undersheriff of Gloucestershire.

MR. J. C. GREGORY.

Mr. James Christopher Gregory, solicitor, of Chertsey, Surrey, and registrar of the county court of that district, died suddenly on the 29th March. The deceased, who was in his sixty-second year, was certificated in 1835, and had practised in Chertsey for upwards of thirty years. He was connected with the Chertsey County Court ever since its establishment, being formerly deputy-registrar to the late Mr. Bennett, on whose decease he was appointed to the registrarship, which becomes vacant by his death. Mr. Gregory was also deputy steward of the manor of Chertsey Beaumont.

MR J. C. SHARP.

Mr. James Chaldecott Sharp, solicitor, of Southampton, died there on the 30th March, at the age of seventy-six years. The late Mr. Sharp, who was certificated in 1818, was for many years head of the firm of Sharp, Harrison, & Sharp, but for some years past he took no active part in the business, as he had not recently renewed his certificate. For a long period Mr. Sharp had been one of the aldermen of the Corporation of Southampton, and filled the office of solicitor to the Southampton Dock and Steam Bridge Companies. When his health permitted he took great interest in the affairs of the South Hants Infirmary.

Mr. W. A. Raikes, B.A., of Oriel College, Oxford, has been enrolled as an advocate of the High Court at Allahabad, in the North West Provinces of India.

LAW STUDENTS' JOURNAL.

GENERAL EXAMINATION.

TRINITY TERM, 1871.

The Council of Legal Education have approved of the following rules for the general examination of the students.

The attention of the students is requested to the rules of the Inns of Court [see 14 S. J. 841].

The examination will commence on Wednesday, the 17th day of May next, and will be continued on the Thursday and Friday following, except as regards Hindu law, &c., which will be held on Saturday, the 20th of May.

It will take place in the Hall of Lincoln's Inn; and the doors will be closed ten minutes after the time appointed for the commencement of the examination.

The examination by printed questions will be conducted in the following order:—

Wednesday morning, the 17th of May, at ten, on Constitutional Law and Legal History; in the afternoon, at two, on Equity.

Thursday morning, the 18th of May, at ten, on Common Law; in the afternoon, at two, on the Law of Real Property, &c.

Friday morning, the 19th of May, at ten, on Jurisprudence and the Civil Law; in the afternoon, at two, a paper will be given to the students, including questions bearing upon all the foregoing subjects of examination.

Saturday morning, the 20th of May, at ten, on Hindu and Mahommedan Law, and on the Laws in force in British India; in the afternoon, at two, a paper upon the foregoing subjects of Hindu law, &c.

The oral examination will be conducted in the same order, during the same hours, and on the same subjects, as those already marked out for the examination by printed questions, except that on the afternoons of Friday and Saturday there will be no oral examination.

The oral examination of each student will be conducted apart from the other students; and the character of that examination will vary according as the student is a candidate for honours, the studentship, the exhibition, or desires simply to obtain a certificate of having satisfactorily passed the general examination.

The oral examination and printed questions will be founded on the books below-mentioned; regard being had however to the particular object with a view to which the student presents himself for examination.

In determining the question whether a student has passed the examination in such a manner as to entitle him to be called to the bar, the examiners will principally have regard to the general knowledge of law and jurisprudence which he has displayed.

A student may present himself at any number of examinations, until he shall have obtained a certificate.

Any student who shall obtain a certificate may present himself a second time for examination, as a candidate for the studentship or exhibition, but only at the general examination immediately succeeding that at which he shall have obtained such certificate; provided, that if any student so presenting himself shall not succeed in obtaining the studentship or exhibition, his name shall not appear in the list.

Students who have kept more than eleven terms shall not be admitted to an examination for the studentship.

The Reader on Constitutional Law and Legal History proposes to examine in the following books and subjects:—

1. Hallam's History of the Middle Ages, chap. 8.
2. Hallam's Constitutional History.
3. Broom's Constitutional Law.
4. The concluding chapter of Blackstone on "The Progress of the Laws of England."
5. The principal State trials of the Stuart period.

Candidates for a pass certificate will be examined in 1 and 3 only, or 2 and 3 only, at their option.

The Reader on Equity proposes to examine in the following books:—

1. Haynes's Outlines of Equity, or Snell's Principles of Equity; Smith's Manual of Equity Jurisprudence (last edition); Hunter's Elementary View of the Proceedings in a Suit in Equity, Part I. (last edition).
2. The Cases and Notes contained in the first volume of White and Tudor's Leading Cases. The Act to Amend the

Law Relating to Future Judgments, Statutes, and Recognizances, 27 & 28 Vict., c. 112. The Act to Explain the Operation of an Act passed in the 17th & 18th Years of Her present Majesty, c. 113, intituled, An Act to Amend the Law Relating to the Administration of Deceased Persons, 30 & 31 Vict., c. 69. The Act to Remove Doubts as to the Power of Trustees, Executors, and Administrators to [invest Trust Funds in certain securities, and to declare and amend the Law relating to such Investments, 30 & 31 Vict., c. 132. The Act to Amend the Law relating to Sales of Reversions, 31 & 32 Vict., c. 4. The Act to Abolish the Distinction as to Priority of Payment which now exists between the Specialty and Simple Contract Debts of Deceased Persons, 32 & 33 Vict., c. 46; and the Act to amend the Law relating to the Property of Married Women, 33 & 34 Vict. c. 93.

Candidates for certificates of having passed a satisfactory examination will be expected to be well acquainted with the books mentioned in the first of the above classes.

Candidates for the studentship, exhibition, or honours, will be examined in the books mentioned in the two classes.

The Reader on the Law of Real Property, &c., proposes to examine in the following books and subjects:—

1. Joshua Williams on the Law of Real Property. (Eighth edition.)
2. The Dissertation on Purchase-Deeds in Prideaux's Precedents in Conveyancing. Vol. i. (Sixth edition.)
3. Dart's Vendors and Purchasers. Vol. i. pp. 460—498. (Fourth edition.)
4. The Extinguishment and Suspension of Powers: *Edwards* v. *Slater*, Hardy, 410; and the Notes to that Case in Tudor's Leading Cases on Real Property and Conveyancing, pp. 305—329. (Second edition.)
5. The Married Women's Property Act, 1870, 33 & 34 Vict. c. 93.

Candidates for the studentship, exhibition, or honours, will be examined in all the above-mentioned books and subjects; candidates for a pass certificate in those under heads, 1, 2, and 3.

The Reader on Jurisprudence, Civil and International Law, proposes to examine in the following books and subjects:—

1. Justinian, Institutes. Part ii., with the notes of Ortolan or Sandars.
2. Lord Mackenzie's Studies in Roman Law. Part ii., of the Law relating to Real Rights.
3. Demangeat. Cours Elémentaire de Droit Romain. Tome Premier. Livre Second. Des Droits Réels et des Testaments.
4. Code Civil. Arts 516—636, with the Commentary of C. Demolombe, entitled, "Traité de la Distinction des Biens," &c.
5. Sir Robert Phillimore's Commentaries upon International Law. Vol. iii. Part ix. Chaps. 9, 10, and 11. Part x. Part xi.
6. A. G. Heffter, par Bergson. La Droit International Public de l'Europe. Livre Deuxième. Chap. iii. Des Droits des Neutres.

Candidates for honours will be examined in all the above subjects, but candidates for a pass certificate only in 1, 2, and 5.

The Reader on Common Law proposes to examine in the following books and subjects:—

Candidates for a pass certificate will be examined in—

1. The Ordinary Steps and Course of Pleading in an action.
2. The Law of Contracts, as considered in Broom's Commentaries. (Fourth edition.) Book ii. Chap. 1, 2, and 5.
3. The following Cases concerning Torts. Smith's Leading Cases. (Last edition.) Vol. i. and Notes thereto. *Armory* v. *Delamirie*, *Ashby* v. *White*, *Chandelor* v. *Lopus*, *Coggs* v. *Bernard*, and *Scott* v. *Shepherd*.
4. The Law relating to Simple Larceny, Embezzlement, False Pretences, and Cheating, as treated under those titles in Archbold's Criminal Pleading. (Last edition.)

Candidates for the studentship, exhibition, or honours will be examined in the 1st, 2nd, and 3rd of the above subjects, and as to—

5. The Form of Indictment, and Proofs to sustain a Conviction for Murder, Manslaughter, Burglary, and Housebreaking." See Archbold's Criminal Pleading. (Last edition.) Under the foregoing titles.
6. Contracts of Sale and of Debt. Smith's Mercantile Law. Book iii. Chaps. 12 and 13.
7. The Law of Evidence. So far as set forth in Taylor on Evidence. (Last edition.) Part ii. Chap. 3, 4, 11—15.

The Reader on Hindu, Mahommedan, and Indian Law proposes to examine in the following books and subjects:—

I. Hindu Law—
   1. Grady's Hindu Law of Inheritance. Title "Inheritance, chap. ix., pages 219—313.
   2. Grady's Manual of Hindu Law.
   3. Menu's Institutes, by Grady.

II. Mahommedan Law—
   1. Grady's Mahommedan Law.
   2. Grady's Hedayah. Title "Shaffa on Preëmption," book xxxviii., pages 547—565.

III. The Laws in Force in British India—
   1. Intestacy and Testamentary Act.
   2. Civil Procedure Code. By Broughton.
   3. Penal Code. By Starling.
   4. Code of Criminal Procedure. By Starling.
   5. Field's Law of Evidence.
   6. Field's Indian Statute Book. Title "Introduction."

TRINITY EDUCATIONAL TERM, 1871.

PROSPECTUS OF THE LECTURES to be delivered during the ensuing Educational Term, by the several Readers appointed by the Inns of Court.

CONSTITUTIONAL LAW AND LEGAL HISTORY.

The Reader on Constitutional Law and Legal History proposes to deliver, during the ensuing Educational Term, six public lectures on—

1. Magna Charta.
2. The Early History of the House of Lords.
3. The Early History of the House of Commons.
4. The History of English Law and of the English Constitution in the Thirteenth Century.

With his private class the Reader proposes to go through—

1. Hallam's Constitutional History, chaps. xv. and xvi.; and
2. Broom's Constitutional Law, from "Bushell's Case" to the end of the volume.

EQUITY.

The Reader on Equity proposes to deliver, during the ensuing Educational Term, two courses of public lectures (there being six lectures in each course) on the following subjects:—

An Elementary Course.

On Suits to Compel the Performance of Agreements.

An Advanced Course.

1. On the Jurisdiction of the Court of Chancery over Infants.
2. On Voluntary Conveyances and Settlements.
3. On Donationes Mortis Causâ.

In the Elementary Private Class the subjects discussed will be—The Doctrine of Equity in relation to Contracts of Suretyship; Trusts Charitable and Superstitious.

In the Advanced Private Class the Lectures will comprehend—The Rules for Determining the Priorities of Incumbrances on Property, both Real and Personal.

THE LAW OF REAL PROPERTY, &C.

The Reader on the Law of Real Property, &c., proposes to deliver, in the ensuing Educational Term, twelve public lectures (there being six lectures in each course) on the following subjects:—

Elementary Course.

1. On Copyhold Tenure.
2. On Bills of Sale.

Advanced Course.

1. On Voluntary Settlements.
2. On Judgments and Crown Debts as Charges on Land—(1) As between the debtor and creditor; (2) As between the creditor and third parties.

In the Elementary Private Classes the Reader will

continue his course of Real Property Law, using as a text-book Williams' "Principles of the Law of Real Property;" and in his Advanced Private Classes he will discuss the form, construction, and operation of the documents which are in most frequent use in conveyancing practice, continued from the last term's classes on this subject.

JURISPRUDENCE, CIVIL AND INTERNATIONAL LAW.

The Reader on Jurisprudence, Civil and International Law proposes to deliver, during the ensuing educational term, six public lectures on—

1. The Codes contained in the Corpus Juris Civilis, and the manner in which they were constructed.
2. Codification and the Principal Modern Codes.
3. International Law relating to Neutrals.

In his Private Classes, the Reader will discuss the Roman Law relating to actions and interdicts, and compare them with the proceedings in the English law. He will use as text-books Sandars' Institutes, and the Treatises of Maynz and Demangeat. He will also refer to the Corpus Juris Civilis, and the commentaries of the French and German Jurists.

The reader will also discuss, in the private classes, points of international law relating to "Enemies," using Wheaton's Elements of International Law as the text-book, and referring to the works of the principal modern jurists, the decisions of the Admiralty and Prize Courts of England and America, the debates in Parliament, and State papers relating to the cases under discussion.

The reader will especially discuss the disputes between England and America, the recent treaties of peace which have been entered into, the treaties relating to Alsace and Lorraine, and the international questions which have arisen during the French and Prussian war.

COMMON LAW.

The Reader on Common Law proposes to deliver, during the ensuing Educational Term, two courses (of six public lectures each) on the following subjects:—

Elementary Course.

1. The Nature of and Ingredients in Indictable Offences.
2. The Outlines of Criminal Procedure.
3. The Rules of Evidence Applied in Criminal Enquiries.

Advanced Course.

1. Proceedings before Commitment on a Criminal Charge.
2. The Trial.
3. Competency of Witnesses and Admissibility of Proofs in Support of an Indictment.

With his Private Classes the Reader will consider in detail the above subjects, and illustrate them by cases, and by reference to the following books:—

Elementary Class—Commentaries on the Laws of England, by Broom and Hadley, Vol. IV.; Archbold's Criminal Pleading (Edition by Bruce).

Advanced Class—Taylor on Evidence (last Edition), and the books above mentioned.

LAWS IN FORCE IN BRITISH INDIA.

The Reader on Hindu and Mahommedan law, and the laws in force in British India, proposes to deliver, in the ensuing Educational Term, a course of six public lectures on the following subjects, viz.:—

MAHOMMEDAN LAW.

1. Introductory Lecture.
2. Intestacy and Testamentary Act.
3. To Conclude the Subject.
4. Civil Procedure Code.
5. Penal Code.
6. The Code of Criminal Procedure.

In the Private Classes the Reader will discuss minutely and in detail the subjects embraced in his public lectures.

The registrarship of the Chertsey County Court has become vacant by the death of Mr. J. C. Gregory, solicitor. The appointment has been provisionally conferred on Mr. H. E. Paine, of the firm of Grazebrook, Paine, & Brettell.

The *Times of India* says:—"Mr. T. Cowie finally retires from the Advocate-Generalship, Calcutta, on the 31st March, and will be succeeded by Mr. Graham. It is probable that Mr. Marindin will succeed Mr. Graham as Standing Counsel to the Government of India."

SOCIETIES AND INSTITUTIONS.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association, was held at the Law Institution, Chancery-lane, London, on Wednesday last, the 5th inst., Mr. Park Nelson in the chair. The other directors present being Messrs. Hedger, Rickman, and Shaen (Mr. Eiffe, secretary). A sum of £87 was granted in relief of applicants for assistance. Three new life and twenty new annual members were admitted to the association, and other general business transacted.

LAW STUDENTS' DEBATING SOCIETY.

At the quarterly meeting of this society held on Tuesday, April 4, 1871, the question discussed was No. 472, Legal:—"Does the alteration by a stranger of the signals on a railway-station constitute an obstruction within the meaning of section 36 of 24 & 25 Vict. c. 97." Mr. Hunter opened the debate in the affirmative, and was supported in this view by a large majority.

LIFE ASSURANCE: THE REGISTRY SYSTEM.

The great advantage possessed by life insurance in America over life insurance in Great Britain is that money on the best security in the former commands from 6 to 8 per cent., and in the latter from 3½ to 4; the return, therefore, being nearly double. No regulation, no financial ability, no manipulation of figures, can compensate for a difference so vast, which means that £100, at compound interest at 4 per cent. for 30 years will amount to £334, while at 8 per cent. it will amount to £1,000. That is the grand advantage of life insurance has in America over life assurance in Europe; and it is this which accounts for the figures which surprise the unitiated in England, leading to the belief they are not genuine, but put forth by speculative companies which gamble with the money entrusted to their care, and are consequently essentially insecure. Two American life insurance companies have been established in London; the one the New York life, and the other the North America. Each invites attention to the improved methods it has adopted, and both are worth the careful inquiry of English insurers, and insurance companies. The former we have already discussed, but the latter has been the means of introducing so valuable a system into life assurance in New York State that it is peculiarly worthy of study. Large gains and alluring reports warn while they attract, and as men who insure seek security as the very essence of the business on which they have entered, these big figures have a deterrent influence for high interest is to the English mind inseparable from risk. The peculiarity of the North America system is not that it offers advantages which surprise the English policy-holder (other American companies do so also, and safely too, for the reason we have above given); but that its system guarantees an absolute security, so far as anything here below can be thus secured, through what it denominates "The Registry System." This works on the basis that the measure of an insurance company's solvency is in the reserve, which enables it to have in hand sufficient assets to reinsure all its risks, which in America are taken at 4½ per cent. For instance, the assets of the life insurance companies in the United States amounted at the close of 1869 to 234,000,000 dols., while the risks in force were 1,945,000,000 dols. Hence, on the total, if the assets are genuine, the companies are solvent; but this is a question which depends on the nature of the lives. That is ascertained by bringing in the policies for re-insurance, when the character of each is ascertained and the sum for the whole signified; and if the assets of the company are sufficient to reinsure all, it can liquidate its liabilities. The difficulty rests in ascertaining whether the company really possesses that sum, which is the *minimum*, or not. Inspectors can be deluded by securities, which are there for his inspection, but away when he has left; and it is surprising with how little an insurance company may start, and how long it can continue to rob its deluded victims with impunity. The danger of insurance is, that the money at first comes pouring in, and if not honestly and skilfully handled it may vanish little by little, yet the company may keep up all the appearance of prosperity for

many years, till the risks incurred are realised when the drain proves that the concern is hollow, the management having been corrupt. Recognizing this danger, which is never absent from the mind of the insurer, the North America hit on its system of registry, whereby it got the State of New York to accept its securities in deposit on the lives insured giving its guarantee. The State limits these securities to three—U.S. Bonds, N. Y. State Stocks, and bonds and mortgages on New York property. All these are registered, which secures them against loss either by theft or fire; and they may be considered absolutely safe, for the only one of the three which can fluctuate to any extent is the last, and the land on which the mortgage is made must be unencumbered, and is not appraised at more than half its market value in gold at the time. Its policies thus registered exceed 7,600, and the reserve deposited with the State to guarantee these is over 1,250,000 dols., sufficient to reinsure them all, and leave a fair balance. The insurer, then, who adopts the registry has the State guarantee, and once on it, he looks beyond the company which cannot even handle the property whereon the insurer has to rely, for it must be paid into the Treasury of the State, in advance, for the specific end of satisfying his claim, and there accumulate for his benefit. Nearly all authorities on life insurance matters—and a very intricate and difficult business it is—agree in placing the registry system for safety at the had of all yet adopted, and to the North America is due its introduction. That company was organised in 1862, on a capital of 100,000 dols., which, in process of time, was paid off, leaving the policyholders the proprietors, under the purely mutual system. Its progress up to this time leaves it as follows:—

Number of policies in force 31st Dec, 1869	12,000
Amount of insurance in force at same date	£7,000,000
Number of policies issued in 1869	4,112
Amount issued thereby	£2,250,000
Gross assets (December, 1870), about	£1,200,000
Annual income from premiums, interest, &c., about	£600,000

The subject of life insurance has received much attention in New York, both from the people and the Legislature, and a stringent supervision has been introduced to protect the paterfamilias in his endeavour to save his family from want. The tendency of the Legislation favours the object of the insurer against almost any contingency. For instance, the other day a gentleman in Louisville became embarassed, and being harassed by creditors took out policies in his wife's favour for 40,000 dols. Next day he went to Cincinnati on board a steamboat, locked in a stateroom, whence he was taken in a dying condition, though in good health when he embarked, and a *post mortem* examination displayed morphia in his stomach and tissues. The Insurance Companies contested a case so clear of suicide and fraud; but the Judge charged the jury, that if the deceased had died from morphia the presumption was he was insane on committing suicide, and the burden of proof to the contrary rested with the defendant. A recent Act of the Albany Legislature protects the policy taken out for a married woman against the claims of the representatives of her husband or of any of his creditors up to a liberal point, and then permits the balance to be divided among the creditors. We quote these instances to show the design of legislation on insurance in New York clearly points to the protection of the people against the Insurance Companies, with the evident object of encouraging, by all legal means, a system held to be so beneficial to the most helpless portion of a family, and we may point to the registry system introduced by the North America as a further instance of this design.—*Anglo-American Times.*

THE LEGAL PROFESSION IN AUSTRALIA.

The ignorance which is displayed in England with regard to Australia and her manners and customs would be amusing if it were not at the same time mischievous. That such misconceptions should exist, as that Melbourne is the capital of South Australia, or that the interior of the great Australian continent is nothing but a stony, trackless, and waterless desert, are errors which we can understand and pardon. They are mere geographical fallacies, and it needs but a glance at the map to set them right. But there are others which it would be well for us, and for those who misjudge us, that they should be fully explained. It is not our province to explode all the ridiculous notions which obtain credence in the old world with regard to our manners and customs, but we may fairly say a few words in explanation of the position which the legal profession occupy in the Australian colonies. One of the most popular delusions in England with regard to the practice of the profession of the law here is, that it is a rich and unexplored field for the adventurous and enterprising lawyers; a land overflowing with retainers and fat fees; where money is plentiful, and easily to be obtained by any one who has been called to the bar, or admitted a solicitor. Given a letter of introduction to some colonial dignitary, and the requisite standing to secure an audience in the courts of law, and success is certain. No matter how inexperienced or incult the aspirant for forensic honours, so long as he can thumb Bullen and Leake, or at need hold his own in a debating society, he is supposed to be good enough for the colonies. It is not so long since a gentleman was started off for Melbourne with his commission, and a few letters of introduction in his pocket, and an iron house packed in compartments as portion of his luggage, to fill a temporary vacancy which took place on the Victorian bench. Younger and less fortunate lawyers start every day for this legal Eldorado with wilder, because less founded notions as to their future career. Nor do we know that this is altogether a misfortune for the colony; but rather for the greater proportion of these adventurers in search of fortune. Although our field is necessarily a confined one, yet there are prizes to be won here as elsewhere; and among these legal pioneers have been some who were well qualified to grasp them. In England, notwithstanding her vast commercial relations and her teeming population, the legal arena is somewhat glutted with combatants, and amongst those who, "crowded out," to use an American expression, have sought our shores, have been some who, by their abilities or attainments, might, if opportunity had been afforded them, have made a name for themselves there. In Australia, as in America, a greater range of attainments is required in the lawyer than in England. The practice of the profession is diverted into a number of different channels, all tributaries of the same stream, it is true, yet all flowing distinct. Once in the current of one of these streams, and it is but rarely that the practitioner leaves it. He works in a groove, and never attempts to escape from it, and usurp a position in the parallel ones occupied by his legal brethren. Each man has his allotted post at the machine, which grinds justice alike for rich and poor, and which works with an evenness and regularity unknown in communities of more recent growth. Here, as in America, things are widely different. The practice of the law requires a more varied, and it may be a more irregular training. A man must not confine himself altogether to one particular branch. He must be willing, and, as far as possible, competent, to undertake business of the most varied description. It may be easily conceived, that this state of things tends rather to produce Rufus Choates, and Patrick Henries, than Sugdens or Blackstones, Everetts and Evarts, than a Bethel or Cairns. In England the lawyer is the creature of routine, his intellect cramped and constrained to the study of his one special vocation. Here, he is at once counsellor, advocate, politician, and man of the world. Many only enter the law as an introduction to political life, and use Blackstone as a stepping-stone to the senate. Others again thus qualify themselves for places of profit under the crown, and have no ambition beyond a Crown prosecutorship or chairmanship of general sessions. Apart from these hangers-on to the skirts of justice, some of whom become useful servants of the State, a select few statesmen, and the great majority mere politicians and placemen, we have some who rely solely on their profession for their advancement. The majority of these pertain rather to the class of advocates than of jurists. They may lack the technical knowledge and profound erudition of the English lawyers, but they display to a greater extent the power of language fluency of speech, and readiness of wit, for which the Irish bar is especially famous. The ponderous arguments, the patient study, the complete learning, which are the characteristics of the lawyers of England, are replaced here by common sense reasoning, clothed in eloquent language, and relieved by humour. The battle is not to the strong, but rather to the light, the agile, and the adventurous. The procedure is confused and reversed

and the regular and graduated scale of preferment in force in England is unknown here. Seniors do not hesitate to accept junior business, and we see juniors usurping the places of their leaders. Nothing is settled, nothing is certain. Success depends upon many collateral circumstances, and may be co-existent with them. It is more easy and more sudden than in the older country, but at the same time it is less secured and more transient. Popularity has more to do with it than merit, and popular friendship is as fleeting as popular judgment is fallible. The successful lawyer walks as if on stilts. It is true that he is suddenly elevated, that his stature is more than that of ordinary men, but there is an uneasy feeling of insecurity pervading the sense of his elevation, and a direful consciousness that, even as the exaltment was rapid, so also may the abasement be sudden. This must always be the case in new and unsettled communities, where the slow but certain advancement of the old world is impossible. Having thus briefly sketched out the surroundings of Australian lawyers, we may, at some future time, refer more nearly to them as a representative class.—*Australian Jurist.*

THE ALBERT RECONSTRUCTION.

The statements made before the Committee of the House of Lords in support of the bill for reconstructing the Albert appear to make out an unanswerable case for Parliamentary interference, not only in this affair but in many others. The official liquidator, it appears, had admitted "that he did not remember a single case of an insurance company in liquidation being finally wound-up. There were fifty-eight of such companies in Chancery, and some of them had been there for fifteen years and upwards; but in no one instance had the winding-up been completed." When to these considerations is added the enormous expense of liquidating, amounting, it is said, in the Albert to £30,000 a year, it becomes evident that the work of disentangling such difficulties is unsuited for a judge. The exact adjustment of legal rights, which a judge attempts, becomes worthless if many private interests are kept for years in suspense. Creditors would all gain by obtaining less than their rights now in place of their full rights many years afterwards, and debtors would also gain by the affair being quickly closed. It is good sense and equity therefore to cut all such knots, as was done in the case of the Chatham & Dover Railway by the arbitrators. Whether this could not best be done by a permanent administrative tribunal, working under the supervision of Parliament, instead of by the cumbrous process of a private Act, is a different and most important question. Why should not a judge when he finds a litigation too cumbrous have the power of making a special report to the legislature that the intervention of a tribunal with legislative powers is necessary, and permanent arbitrators be then called in to do the work which Lord Salisbury and Cairns were specially appointed to do? Of course the working of the machinery would require to be carefully watched, but it would be better to have some such machinery in place of the hopeless liquidations now cumbering the courts. There is another question here—whether the special reconstruction scheme now promoted is the best mode of cutting the knot—but such a question could be more suitably considered by permanent arbitrators than by special committes of both Houses of Parliament.—*Economist.*

THE CITY OF LONDON COURT.—We understand that the judge of the City of London Court will shortly cease to exercise the functions of an Admiralty Judge. It is said that the maritime jurisdiction of the Thames will be transferred to the Whitechapel County Court. It is no secret that Mr. Commissioner Kerr received no remuneration for his services in trying admiralty causes, and this, it is whispered, is at the bottom of the proposed change.—*Standard.*

THE DUTIES OF COUNSEL.—If there is any principle of legal ethics that is firmly established, and that is based on reason and justice, it is that the good and bad have rights, and are alike entitled to the protection of the law; and that it is the duty of the courts and of lawyers to see that this protection is not withheld. It is a very fortunate thing for some editors, as well as others, that this is so. The gravamen of Mr. Bowles' charges against Mr. Field is, that he has aided "notorious scoundrels in carrying out corrupt schemes." The facts appear simply to be, that Mr. Field has given Messrs. Fisk Gould & Co. legal advice touching pending or impending litigations, and has acted as their counsel in several causes. It appears that he has acted in their case precisely as he has acted in other cases, precisely as it was his duty under his oath to act. With the general character and practices of his clients a lawyer has nothing to do. His duty is limited to the giving of legal advice in particular cases, and to the prosecution or defence of particular suits. If he does this honestly and to the best of his ability, using no trick or device, but availing himself of all lawful means to protect his client's rights, he does his duty, his whole duty, and nothing but his duty. There is no rule, moral or legal, that requires him to make himself the judge of the merits of a case laid before him, *ex parte*, one side of which only he is required to advocate, and that consistently with the rules of law. To do so would be to usurp the functions of both judge and jury. Measured by these rules, or even by much stricter rules, the conduct of Mr. Field, so far as it appears from this correspondence, has been that of a conscientious, upright and honourable lawyer.—*Albany Law Journal.*

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, April 6, 1871.

From the Official List of the actual business transacted.

3 per Cent. Consols, 92⅞	Annuities, April, '85
Ditto for Account, May 4, 92⅞	Do. (Red Sea T.) Aug. 1908
3 per Cent Reduced 91⅛	Ex Bills, £1000, — par Ct. 5 p m
New 3 per Cent., 91⅛	Ditto, £500, Do — 5 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 5 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4¼ per
Do. 5 per Cent., Jan. '73	Ct. (last half-year) 240 x d
Annuities, Jan. '80 —	Ditto for Account.

RAILWAY STOCK.

	Railways.	Paid.	Closing price
Stock	Bristol and Exeter	100	92
Stock	Caledonian	100	89
Stock	Glasgow and South-Western	100	113 x d
Stock	Great Eastern Ordinary Stock	100	42¾
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	122½
Stock	Do., A Stock*	100	133½
Stock	Great Southern and Western of Ireland	100	101
Stock	Great Western—Original	100	88¼
Stock	Lancashire and Yorkshire	100	139½
Stock	London, Brighton, and South Coast	100	53
Stock	London, Chatham, and Dover	100	16½
Stock	London and North-Western	100	131½
Stock	London and South-Western	100	95
Stock	Manchester, Sheffield, and Lincoln	100	52½
Stock	Metropolitan	100	68½
Stock	Midland	100	128½
Stock	Do., Birmingham and Derby	100	98
Stock	North British	100	37
Stock	North London	100	118
Stock	North Staffordshire	100	63½
Stock	South Devon	100	57½
Stock	South-Eastern	100	84½
Stock	Taff Vale	100	168

* A receives no dividend until 6 per cent. has been paid to B.

INSURANCE COMPANIES.

No. of shares	Dividend per annum	Names.	Shares	Paid.	Price per share.
			£	£ s. d.	£ s. d
5000	5 pc & bs	Clerical, Med. & Gen. Life	100	10 0 0	13 0 0
4000	40 pc & bs	County	100	10 0 0	45 0 0
34440	5 pc & bs	Eagle	50	5 0 0	6 0 0
10000	10 per cent	Equity and Law	100	6 0 0	9 5 0
20000	7½ 2s 6d pc	English & Scot. Law Life	50	3 10 0	5 12 6
2700	5 per cent	Equitable Reversionary...	105	...	14 10 0
4600	5 per cent	Do. New	50	50 0 0	18 10 0
5000	5 & 2 p sh b	Gresham Life	20	5 0 0	
20000	5 per cent	Guardian	100	50 0 0	12 10 0
20000	6 per cent	Home & Col. Ass., Limtd.	50	5 0 0	4 15 0
7500	10 per cent	Imperial Life	100	10 0 0	16 12 6
50000	12 per cent	Law Fire	100	2 10 0	3 10 0
10000	4/4s pr sh	Law Life	100	35 5 0	36 0 0
100000	12 per cent	Law Union	10	0 10 0	0 17 6
20000	5/17s 6d pc	Legal & General Life ...	50	8 0 0	9 0 0
20000	4/12s 6d pc	London & Provincial Law	50	1 17 8	4 15 0
40000	26 per cent	North Brit. & Mercantile	50	6 5 0	28 10 0
2500	12½ & bns	Provident Life	100	10 0 0	55 0 0
89220	25 per cent	Royal Exchange... ...	Stock	All	£341

MONEY MARKET AND CITY INTELLIGENCE.

Little business has been transacted in the public funds during the past week, as is usually the case in the week before Easter. Foreign securities especially those of France, while subject to some fluctuations have tended towards an improved tone, and as the prospects of order improve may be expected to continue to rise. In railway securities little has been done, but prices have risen slightly.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

CLARE—On Sunday, April 2, at East Sheen, Surrey, the wife of Octavius Leigh Clare, Esq., barrister-at-law, of a son.

MARRIAGES.

POWELL—GEDYE—On April 4, at St. Mark's, Kensington, Alfred Powell, of 28, Queen-street, City, solicitor, to Frances Constance, youngest daughter of Nicholas Gedye, of 18, Bedford-square, solicitor.

DEATHS.

POOLE—On Friday, March 31, at 16, Eastbourne-terrace, Eliza Martha, wife of David Charles Poole, Esq., barrister-at-law.

SHARP—On Thursday, March 30, at 3, Cumberland-terrace, Southampton, James Chaldecott Sharp, Esq., solicitor, aged 76.

Mr. Julian Goldsmid (M.P., for Rochester), who is a Master of Arts of the University of London, has just made his University a handsome present of £1,000, to be paid in annual instalments distributed over ten years, towards the formation of a good Classical Library in the new building. The Senate have accepted the offer, with a hearty acknowledgment of its generosity; and a committee has already been appointed to begin the agreeable task of forming a Classical Library. We trust Mr. Goldsmid's generosity may be infectious. Would it be impossible, by the way, to secure for the University the late Professor De Morgan's unique Mathematical Library, which probably contains the most curious collection of books on the History of Mathematics to be found in England? The value of this collection is besides greatly enhanced by Mr. De Morgan's own numerous and characteristic annotations. Whether the library is to be disposed of or not, we do not at present know; but if it could be obtained, there would be a special fitness in securing it for the University of London, which would then have a really good start towards the formation of a fine Classical and Scientific Library.—*Spectator.*

LONDON GAZETTES.

Professional Partnerships Dissolved.

FRIDAY, March 31, 1871.

Jones, Chas, & John Langston Jones, Alcester, Warwick, Solicitors. March 30.

Winding-up of Joint Stock Companies.

FRIDAY, March 31, 1871.

LIMITED IN CHANCERY.

Constantinople and Alexandria Hotels Company (Limited).—The Master of the Rolls has, by an order dated March 22, appointed Frede Algar, 8, Clement's-lane, to be official liquidator.

Finance Company (Limited).—Vice Chancellor Stuart has, by an order dated March 3, appointed Mr. Wm Brooks, Old Jewry-chambers, Old Jewry, to be official liquidator.

Lisbon Oil Mills Company (Limited).—Vice Chancellor Bacon has, by an order dated March 27, appointed Francis Cooper, 14, George-st, Mansion House, to be liquidator, in lieu of Wm Cooper, deceased.

Leigh Gas Light and Coke Company (Limited).—Vice Chancellor Malins has, by an order dated March 24, ordered that the above company be wound up by the court. Markby & Tarry, Coleman-st, solicitors for the petitioner.

London Suburban Bank (Limited).—Petition for winding up, presented March 29, directed to be heard before Vice Chancellor Malins on Friday, April 21. Churchill & Hordery, Devereux-ct, Temple, solicitors for the petitioner.

Wier & Company (Limited).—Vice Chancellor Malins has, by an order dated March 24, ordered that the voluntary winding up of the above company be continued, but subject to the supervision of the Court of Chancery. Young & Co, St Mildred's-ct, Poultry, solicitors for the petitioners.

TUESDAY, April 4, 1871.

LIMITED IN CHANCERY.

Belgian Public Works Company (Limited).—Vice Chancellor Malins has, by an order dated March 25, ordered that the voluntary winding up of the above company be continued, but subject to the supervision of this court. Heritage, solicitor for the liquidators.

Sanderson's Patents Association (Limited).—Petition for winding up, presented March 30, directed to be heard before Vice Chancellor Malins, on April 21. Roffen, Old Jewry, solicitor for the petitioner.

Friendly Societies Dissolved.

FRIDAY, March 31, 1871.

Ivy Lodge of the Grand National Order of Ancient Free Gardeners, Fox and Dogs Inn, Lionel-st, Birm. March 27.

TUESDAY, April 4, 1871.

Trefnant Ivorite Benefit Friendly Society, Trefnant Inn, near Denbigh. March 30.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, March, 31 1871.

Cox, Eliz, Hastings, Sussex. May 2. Curzon v Towndrow, V.C. Stuart. Foster, New Burlington-st, Regent-st.

Ganter, Mary Ann, Huddersfield, York, Widow. May 12. Anzani v Wilde, V.C. Stuart. Milnes, Huddersfield.

Jearrad, Chas Abel, Croydon, Gent. May 1. Creditors abroad, Sept 2. Lake v Jearrad, V.C. Bacon. Tucker, Serle-st, Lincoln's-inn.

Lamb, Wm, Howden, York, Gent. May 15. V.C. Stuart. Green v Goodworth. Green, Howden.

Latimer, Fredk, Headington, Oxford, Wine Merchant, May 12. Andrews Latimer, V.C. Stuart. Austin, Oxford.

Laurence, Matilda, Southampton st, Strand, Widow. April 28. Laurence v Bickerton, V.C. Malins. Humphreys, King's Bench-walk, Inner Temple.

Paulet, Lord Fredk, Albany, Piccadilly Lieut-Gen C.B. May 1 Rousseau v Smith, V.C. Stuart. Hemsley.

Pilcher, Wm Humphrey, New Broad-st, Gent. April 27. Hobbes v Pilcher, M.R. Pilcher, South-st Finsbury.

Purser, Saml, Moreton-in-the-Marsh, Gloucester, Gent. April 28. Stayt v Shepard, V.C. Malins. Francis, Stow-on the-Wold.

Rees, Mary, Trowbridge, Wilts. April 17. Davies v Fowler, V.C. Malins. Merriman, Queen-st, Cheapside.

Smyth, Hy, Sandown, Isle of Wight, Major in H.M.'s 39th Infantry. April 20. Atherton v Merriman, M.R. Vincent, Ryde,

Spenceley, John, Woodhouse, York, Coach Proprietor, April 27. Petty v Spenceley, V.C. Malins. Hartley, Otley.

Thompson, John Hy, Penola, South Australia, Stock Agent. Dec 30. Thompson v Kynaston, V.C. Stuart. Nicol & Son, Queen-st, Cheapside.

Waters, Luke, Hilderthorpe, York, Farmer. April 14. Winter v Waters, V.C. Bacon. Jarratt, Driffield.

Wigzell, John, Oxford, Gent. May 1. Cowderoy v Cowderoy, V.C. Stuart. Holland, Great Knight Rider-st, Doctors'-commons.

Wrankmore, Chas Glyde, New Shoreham, Sussex, Gent. May 10. Wrankmore v Wrankmore, V.C. Stuart. Hunt, Lewes.

TUESDAY, April 4, 1871.

Glaves, Cornelius Pickup, Scarborough, York, Ironmonger. May 1. Glaves v Glaves, M.R. Beddome, Nicholas-lane, Lombard-st.

Hathaway, Arthur, Bellary, East Indies, Esq. July 1. Hathaway v Maltby, M.R. Cope & Co, Gt George-st, Westminster.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, March 31, 1871.

Chapman, Wm, Shoreditch, Publican. May 1. Vining & Son, Moorgate-st-bldgs.

Clayfield, Maria Vaughan, Clifton, Bristol, Spinster. May 11. Richardson, Bristol.

Collin, Geo, Bedford-sq, Gent. May 1. Davey & Son, Ottery St Mary.

Cotterill, Wm, The Mill, Walcot, Salop, Farmer. May 22. Palin, Shewsbury.

Craik, Julia, Weymouth-ter, Devonshire-rd, Forest-hill, Spinster. May 1. Vining & Son, Moorgate-st-bldgs.

Dexter, Jas, Huntingdon, Draper. May 15. Hunnybun, Huntingdon.

Elkington, Jacob, Broadway, Deptford, Chemist. May 15. Wade, Clifford's-inn.

Evans, Edwd, Worcester, Esq. June 1. Blakiston & Everetz, Shelton.

Farnell, Ann, Stratford-upon-Avon, Widow. May 15. Hawkins, Oxford.

Gordon, Hon Lewis, Sub-Lieut, H.M.'s Ship Captain. April 30. Bircham, & Co, Parliament-st, Westminster.

Hindmarsh, Thos, Harlow-hill, Northumberland, Innkeeper. May 1. Kirsopp, Hexham.

Holding, Rev John, Ashampstead, Berks. May 1. Godwin & Co, King's-bench-walk.

Kearsley, Edwd Tertius, Aigburth, Lpool, Esq. May 1. Laces & Co, Lpool.

Keating, Wm Cooper, Bath, Esq. May 12. Booty & Butt, Raymond-bldgs, Gray's-inn.

Kilby, Hy, Colton, York, Farmer. April 25. Bickers, Tadcaster.

Lacy, Edwd, Ravenscourt-pk, Hammersmith, Licensed Victualler, May 1. Tyrrell, Gray's-inn-sq.

Lee, John, Derby, Engineer. June 24. Robotham, Derby.

Lewis, Richd, Brookhouse, Salop, Gent, April 29. Davies, Oswestry.

Lowe, Chas Matthew, North Malvern, Worcester Esq. May 20. Hubbard, Walbrook.

Moss, Eliz, Upper Kennington-lane, Widow. May 31. Lawrie & Keen, Dean's-ct, Doctors'-commons.

Norris, Frances, Wansey-st, Walworth-rd, Spinster. April 30. Patteson & Cobbold.

Odell, John, Biggleswade, Bedford, Farmer. June 1. Chapman, Biggleswade.

Paterson, John Carruthers, Manch, Presbyterian Minister. May 20. Bunting & Bingham, Manch.

Pearce, Thos, Westbury, Wilts, Cordwainer. April 1. Pinniger & Son, Westbury.

Rawling, Saml Bartlett, Stoke Damerel, Devon, Gent. July 15. Gard, Devonport

Redmond, Francis, West Abbey-rd, St John's-wood, Gent. May 31. Palmer & Co, Trafalgar-sq, Charing-cross.

Roe, Peter Fitzrobert, Duke-st, St James's, Esq. June 30. Walters & Co, New-sq, Lincoln's-inn.

Rutter, Stephen, Golden-sq, Jeweller. May 30. Hallett, Lincoln's-inn-fields.

Sargeant, Thos, Knighton Leicester, Gent. May 5. Toller, Leicester.

Smith, John, Market Harborough, Leicester, Butcher. May 1. Cave, Market Harborough.

Snow, David, Clifton, Bristol, Man's Mercer. May 5. Smith, Cheltenham.

Thomas, Sarah, Bedford. May 15. Leach, Lancaster-pl, Strand.

Triffitt, Joseph, Tockwith, York, Common Brewer. April 25. Bickers, Tadcaster.

Walker, Rebecca, Brighton, Sussex, Widow. June 1. Clarke & Howlett, Brighton.

Watson, Mary, Farnworth, Lancaster, Widow. April 30. Odge & Dawson, Bolton,

Woolley, Geo, Cotham, Bristol, Silversmith. May 20. Nunneley, Bristol.

TUESDAY, April 4, 1870.

Barker, Fredk, Leeds, Plumber. April 24. Pullan, Leeds.
Brice, Edwd, Williton, Somerset, Baker. May 10. White & Son, Williton.
Brimmell, Hy Wm, Gloucester, Ship Chandler. May 18. Bretherton, Gloucester.
Brimmel, Jas, Gloucester, Ship Chandler. May 18. Bretherton, Gloucester.
Brown, Robt, Lpool, Merchant. May 1. Peacock & Co, Lpool.
Brown, Wm, Kettering, Northampton, Licensed Victualler. April 29. Lamb, Kettering.
Coope, Crispin, Barton-upon-Irwell, Lancaster, Joiner. May 6. Tindall & Varey, Manch.
Davison, Jas, Cheltenham, Gloucester, Jeweller. June 1. Wilson, Plymouth.
Dickon, Sarah, Kellington, York, Widow. May 2. Carter, Pontefract.
Farrar, Joseph, Morley; York, Cloth Manufacturer. May 10. Snowdon, Leeds.
Fisher, Thos, Lpool, Leather Merchant. May 1. Peacock & Co, Lpool.
Hanson, Wm, Newenden, Kent, Grazier. May 11. Munn & Mace, Tenterden.
Harding, Sir John Dorney, Rochfield, Monmouth, Knight Q.C. April 29. Vizard & Co, Dursley.
Jackson, John, Manch. Linen Merchant. June 1. Allen & Prestage, Manch.
Latham, John, Lancaster, Chemist. May 12. Taylor, Wigan.
Lonsdale, Martha, Cheltenham, Widow. April 29. Hull & Co, Lpool.
Lambert, Arthur, Ockham, Surrey, Farmer. May 31. Curtis, Guildford.
Marsh, Peter, Lpool, Linen Draper. May 1. Peacock & Co. Lpool.
Marsh, Wm, Worsley, Lancaster, Joiner. May 1. Welsh, Manch.
Neal, John Ebenezer, Neston, Chester, Publican. April 29. Parry & Gamon, Chester.
Spivey, Sarah, Huddersfield, York, Widow. May 15. Hesp & Co, Huddersfield.
Sterling, Sir Anthony Coningham, South Lodge, Knightsbridge. May 1. Warry & Co, Lincoln's-inn-fields.
Wells, John, Princes-st, Mile End, Farrier. May 10. Mitchell, Great Prescot-st, Whitechapel.

Bankrupts.

FRIDAY, March 31, 1871.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Abbott, Jas Arthur, St Paul's-rd, Highbury, Contractor. Pet March 24. Murray. April 18 at 11.
Bryant, Hy, North-st, Whitechapel-rd, Horse Meat Salesman. Pet March 23. Hazlitt. April 12 at 12.
Keene, Fredk, Walworth-rd, out of business. Pet March 24. Roche. April 21 at 11.
Kenny, Michael, Bedford-pl, Commercial-rd East, Pianoforte Seller. Pet March 27. Murray. April 21 at 1.
Mitchell, Wm Hy, Chippenham-rd, Harrow-rd, Builder. Pet March 28. Pepys. April 18 at 12.
Young, J. W., Savage-gardens, Tower-hill, General Merchant. Pet March 17. Brougham. April 14 at 11.

To Surrender in the Country.

Grice, Wm, York, Tailor. Pet March 29. Perkins. York, April 18 at 11.
Hoe, Markham Deverill, Long Clawson, Leicester, Farmer. Pet March 27. Ingram. Leicester, April 20 at 12.
Pyne, Robt, Bristol, Baker. Pet March 27. Harley. Bristol, April 17 at 12.
Sidey, Geo, Ealing, Middx, Builder. Pet Feb 25. Ruston. Brentford, April 15 at 10.
Smith, Wm, Chepstow, Monmouth. Pet March 27. Roberts. Newport, April 14 at 1.
Travis, John, Oldham, Lancashire, Innkeeper. Pet March 27. Buckley. Oldham, April 12 at 12.
Woolcock, Matthew, Devonport, Devon, Travelling Draper. Pet March 27. Pearce. East Stonehouse, April 14 at 11.

TUESDAY, April 4, 1871.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Flower, Edwd, Aldgate, Druggist. Pet March 27. Murray. April 21 at 2 30.
Haslewood, Clement Alfd, Muswell-hill, Hornsey, Stockbroker's Clerk. Pet March 31. Murray. April 25 at 12.

To Surrender in the Country.

Catt, Joseph, jun, Wittersham, Kent, Licensed Victualler. Pet March 31. Young. Hastings, April 18 at 11.
Chappell, Wm, Upper Beeding, Sussex, Builder. Pet March 29. Eversfield. Brighton, April 18 at 11.
Davis, Wm, Birm, Builder. Pet March 30. Chauntler. Birm, April 17 at 12.
Lane, Edwd, Cammer's-green, Worcester, Farmer. Pet March 30. Caisp. Worcester, April 17 at 12.
Macgregor, Jas Duncan, Lander-ter, Wood Green, Gent. Pet March 24. Pulley. Edmonton, April 20 at 11.
Outram, Joseph, Woodville, Stafford, Wood Salesman. Pet March 31. Goodger. Burton-upon-Trent, April 19 at 2.
Richardson, Harold Slingsby Duncombe, Manch, Barrister-at-Law. Pet April 1. Kay. Manch, April 20 at 12.
Wainwright, Fredk, Lpool, Boiler Maker. Pet April 1. Watson. Lpool, April 19 at 2.

BANKRUPTCIES ANNULLED.

TUESDAY, April 4, 1871.

Coney, Chas, Gt Cambridge-st, Hackney-road, Bootmaker. March 31.
Grace, Thos, Whitwood Mere, Castleford, York, Grocer. March 17.
Smith, Wm, Salisbury-st, Strand, Journalist. April 3.
Williams, John Lloyd, Everton, nr Lpool. March 27.

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, March 31, 1871.

Ainge, Thos, Tranmere, Chester, Hatter. April 10 at 2, at office of Downham, Market-st, Birkenhead.
Bailey, Matthew, Trowbridge, Wilts, Brushmaker. April 12 at 1, at office of the Registrar of Court, Abbey-st, Bath. Shrapnell, Bradford.
Baker, Chas Messent, Rookery, Clapham-common, Veterinary Surgeon. April 13 at 1, at the Rectory House, Martin's-lane, Cannon-st. Bannister & Robinson.
Barwick, Wm Sampson, St Peter, Kent, Builder. April 11 at 12, at offices of Sankey & Co, Cecil-sq, Margate.
Bell, Hannah, Bedale, York, Printer. April 19 at 11, at the Black Swan Hotel, Bedale. Swarbreck, Bedale.
Blabey, Thos Crewe, Chester, Bearseller. April 21 at 3, at Temple-chambers, Oak-st, Crewe. Cooke.
Bowden, Geo, Oxford-st, Artists' Colourman. April 13 at 2, at the Guildhall Coffee-house, Gresham-st. Barnard & Norris, Gresham bldgs, Basinghall-st.
Boxall, Jas, Brighton, Coachbuilder. April 13 at 2, at office of Clennell, Gt Knightrider-st, Doctors'-commons. Brandreth, Brighton.
Brewer, Robt, Exminster, Devon, Tailor. April 12 at 12, at 29, Paul-st, Exeter. Huggins.
Brown, Jas Anthony, Sandgate, Kent, Schoolmaster. April 12 at 1.30, at the Castle Hotel, Hastings. Langham, jun, Uckfield.
Brown, Wm, Winton-pl, Blackheath-rd, Greenwich, Corndealer. April 17 at 11, at office of Norton & Co, Walbrook.
Cann, Jas Gloyne, Snowfields, Bermondsey, Blacksmith. April 19 at 3, at offices of Rigby, Botolph-lane, Eastcheap.
Clack, Charles Hy, Dartmouth-ter, Forest-hill, Grocer. April 14 at 12, at the Guildhall Coffee-house. Angell.
Collins, Robt Geo, Lpool, Painter. April 13 at 3, at offices of Williams, Moorfields, Lpool.
Cottam, Marv, & Agnes Cottam, Manch, Confectioners. April 13 at 10, at offices of Sale & Co, Booth-st, Manch.
Crandon, Geo, Epsom, Surrey, Victualler. April 15 at 3.30, at the King's Head Hotel, High-st, Epsom. Apps, South-sq, Gray's-inn.
Creighton, Wm, jun, Morpeth, Northumberland, Painter. April 14 at 12, at offices of Allan & Davies, Grainger-st, Newcastle-upon-Tyne.
Cross, Thos John, Idol lane, Gt Tower-st, Comm Agent. April 17 at 12, at offices of Courtenay & Croome, Gracechurch-st.
Davies, Thos, Chester, Draper. April 10 at 12, at the Home Trade Association Rooms, York-st, Manch. Massey.
Deaville, Thos Robinson, Marston-upon-Dove, Derby, Builder. April 14 at 11, at the Midland Hotel, Station-st, Burton-upon-Trent. Dunnett.
Debenham, Jas, Little Manor-st, Clapham, Cattle Dealer. April 13 at 12, at office of Haynes, Serle-st, Lincoln's-inn.
De la Torre, Manuel Garcia, jun, Lime-st, Sherry Shipper. April 17 at 12, at the Guildhall Coffee-house, Gresham-st. Trenerne & Wolferstan, Ironmonger-lane, Cheapside.
Dinsdale, Geo White, Praed-st, Paddington, Plumber. April 17 at 2, at the Inns of Court Hotel, High Holborn. Clarke, St Mary's-sq, Paddington.
Donaldson, Robt, Armagh-rd, North Bow, Hardware Dealer. April 19 at 3, at offices of Green, Canton-st.
Edwards, Jas, Ashford, Kent, Contractor. April 21 at 1, at the Royal Oak Hotel, Ashford. Minter, Folkestone.
Ellis, John, Lpool, Joiner. April 14 at 2, at the Law Association-bldgs, Cook-st, Lpool. Laces & Co. Lpool.
Evans, Janet, & Mary Jane Vessey, Lpool, Restaurant Proprietors. April 12 at 3, at offices of Reynolds & Lyon, Lord-st, Lpool.
Falconar, Robt White, Newcastle-upon-Tyne, Ironfounder. April 12 at 2, at offices of Gillespie & Co, Royal-arcade, Newcastle-upon-Tyne. Gibson, Newcastle-upon Tyne.
Goldhawk, Wm, Little Marlow, Bucks, Baker. April 15 at 12, at offices of Spicer, High-st, Gt Marlow.
Gordon, John, Sheffield, Draper. April 12 at 11, at office of Binney & Son, North Church-st, Sheffield.
Hatton, Wm Hedges, Chesterfield, Derby, out of business. April 14 at 3, at offices of Gee, High-st, Chesterfield.
Hodges, John Foster, Piazza, Covent-garden, Hosier. April 14 at 3, at offices of Powell, King-st, Cheapside.
Hodges, Saml, King's-ter, Mansion-house-st, Hammersmith, Pianoforte Manufacturer's Assistant. April 10 at 12, at offices of Beesley, Bedford-row. Daniel.
Jenking, Fredk Augustus Dillon, Banbury, Oxford, Grocer. April 17 at 12, at the Guildhall Coffee-house, Gresham-st. Lowe, Birm.
Jevons, Hy, Bridgnorth, Salop, Grocer. April 10 at 12, at the Crown Hotel, Bridgnorth. Backhouse, Bridgnorth.
Kilburn, Amos, Liversedge, York, Tailor. April 14 at 3, at offices of Terry & Co, Cleckheaton.
Kinggett, John Jas, Redhill-st, Albany-st, Licensed Victualler. April 13, at 3, at offices of Slater & Pannell, Guildhall-chambers, Basinghall-st.
Knight, Crawford & John Knight, Egham-hythe, Surrey, Builders. April 12 at 3, at offices of Canvin, High-st, Staines. Ashby, Clement's-lane.
Ladd, John Chas, Sutton, Surrey, Grocer. April 6 at 3, at offices of Mardon & Mosley, Chapel-pl, Poultry. Mardon, Newgate-st.
Lewis, Wm, jr & Wm Stephen Heels, Implement Makers. April 11 at 3, at the Lion Hotel, Shrewsbury. Clarke, Shrewsbury.
Lloyd, Aaron, Merthyr Tydfil, Glamorgan, Greengrocer. April 18 at 11, at offices of Harris & Taylor, Merthyr Tydfil.
Martorell, Chas Ramon, Lpool, Restaurant Keeper. April 17 at 3, at offices of Biggs, Castle-st, Lpool.
Nettleton, John Pierce, Lpool, Gent. April 17 at 12, at offices of Payne & Son, Harrington-st, Lpool.
Olney, Wm Robt, Southampton, Ironmonger. April 13 at 12, at the Guildhall Tavern, Gresham-st. Hickman, Southampton.
Patchett, Robinson Kitching, Halifax, York, Cabinet Maker. April 14 at 11, at offices of Norris & Foster, Crossley-st, Halifax.
Pearson, Rich, Preston, Lancashire, Plasterer. April 13 at 2, at office of Cuncliffe & Watson, Winckley-st, Preston. Watson, Preston.
Pope, John, Tewkesbury, Gloucester, Draper. April 13 at 2, at offices of Barnard & Co, Albion-chambers, Bristol. Press & Inskip, Bristol.

Quant, John, Exeter, Butler. April 12 at 11, at office of Huggins, Paul-st, Exeter.
Rawll, Geo John, Leeds, Provision Merchant. April 13 at 11, at the Griffin Hotel, West Bar. Clarke.
Richardson, Frank Waters, Junction-mews, Sale-st, Paddington, Commission Horse-dealer. April 17 at 12, at offices of Strutt, Adelphi-ter, Strand.
Rowley, Geo, Hoxton-st, Hoxton, Painter. April 13 at 3, at offices of Eves, Corn Exchange-offices, Mark-lane.
Sherborne, Wm, Old Swindon, Wilts, Plumber. April 12 at 1, at 26 Carey-st, Lincoln's-inn. Bartrum, Bath.
Slade, Geo, Bath, Butcher. April 12 at 11, at office of Wilton, Old King-st, Bath.
Spence, John Chas, Malton, York, Innkeeper. April 19 at 3, at Davison's George Hotel, Torkensgate, Malton. McLaren, York.
Stanfield, Geo Clarkson, Belsize-sq, South Hampstead, Artist. April 21 at 3, at offices of Lawrance & Co, Old Jewry-chambers.
Stevens, Jas Chas John, Ledbury, Hereford, Hotelkeeper. April 14 at 12, at offices of Piper, Court-house, Ledbury.
Sunman, Chas, John, Hague-st, Bethnal-green, Carman. April 18 at 12, at 21 Worship-st, Finsbury. Abbott, Gt Prescott-st, Whitechapel.
Taylor, Robt, Berwick-upon-Tweed, Blacksmith. April 13 at 11, at office of Dunlop, Quay-walls, Berwick-upon-Tweed.
Turpin, Thos, Newport, Isle of Wight, Government Clerk. April 15 at 4, at office of Hooper High-st, Newport.
Slatter, Chas, jr, Hove, Sussex, Grocer. April 13 at 2, at offices of Woods & Dempster, Shin-st, Brighton.
Stan. Fredk Van, Testerton-st, Notting-hill, Dealer in Fancy Goods. April 21 at 3, at office of Solomon, Finsbury-pl.
Vick, Uriah Christopher, Pentonville-rd, Islington, House Decorator. April 18 at 12, at office of Tilley, Finsbury-pl, South.
Warwick, Hy, Harrow-rd, Paddington, Boot Maker. April 19 at 2, at the Guildhall Tavern, Gresham-st. Welman, Gt George-st, Westminster.
Welch, Hy, Hinton Parva, Dorset, Mealman. April 12 at 11, at the New-inn, Wimborne Minster. Moore, Wimborne Minster.
Wells, Wm, Farnham, Surrey, Bootmaker. April 11 at 2, at the Lion and Lamb Hotel, Farnham. Hollest & Mason.
White, Wm Herbert, Fair Oak, nr Bishopstoke, Hants, Farmer. April 17 at 2, at Logan's Hotel, Terminus-ter, Southampton. Pope, Fenchurch-st.
Whyment, Chas, Halifax, York, Innkeeper. April 14 at 12, at office of Norris & Foster, Crossley-st, Halifax.
Williams, Benj, Cwmbwrla, nr Swansea, Licensed Victualler. April 11 at 2, at office of Morris, Rutland-st, Swansea.
Wood, John, Birm, out of business. April 12 at 11, at offices of Burton, Union-chambers, Union-passage, Birm.
Wootton, Chas, West Bromwich, Stafford, Auctioneer. April 12 at 12, at offices of Wright, Church-st, Oldbury.

TUESDAY, April 4, 1871.

Adams, John Richd Hoppin, Little Knightrider-st, Doctor's-commons, Licensed Victualler. April 19 at 3, at offices of Tatham, Gt Knightrider-st, Doctor's-commons.
Askew, Joseph, Barrow-in-Furness, Lancashire, Printer. April 17 at 12, at 40 Cannon-st, Manch.
Barnes, Chas Hy, Northiam, Sussex, Comm Agent. April 19 at 3, at the Bell-inn, Mountfield.
Bell, John Lockey, Cleckheaton, York, Furniture Dealer. April 12 at 3, at offices of Hargreaves, Market-st, Bradford.
Benbow, Richd, Huybon, nr Lpool, Grocer. April 18 at 3, at office of Harris, Union-ct, Castle-st, Lpool.
Bloomer, David, Aston New Town, nr Birm, Grocer. April 13 at 10, at office of Eaden, Bennett's-hill, Birm.
Booker, Geo, Wood-wharf, West Greenwich, Barge Builder. April 26 at 3, at the Sun, Wood-wharf, West Greenwich. Wright, Chancery-lane.
Bourchier, Richd, Coal-sidings, Gt Northern Railway, King's-cross, Coal Merchant. April 14 at 11, at offices of Johnson, Southampton-bldgs, Chancery-lane.
Boyd, Wm & David Scobie McLaren, Euston-rd, Mechanical Engineers. April 14 at 2, at the Guildhall Tavern, Gresham-st. Herbert & Co, Gresham-bldgs, Guildhall.
Braithwaite, Wm Hy & Chas Darley Clarke, Blackburn, Lancashire, Tea Dealers. April 14 at 3, at offices of Packwood, Richmond-ter Blackburn.
Brigg, Josiah Stubbings, Pickering, York, Grocer. April 18 at 2, at offices of Parkinson, Pickering.
Brown, John, Wavertree, nr Lpool, Cowkeeper. April 18 at 3, at office of Culshaw, Castle-st, Lpool.
Browning, Saml Wm, Wolverhampton, Japanner. April 15 at 1, at office of Stratton, 57 Queen-st, Wolverhampton.
Bury, Albert, Wrexham, Denbigh, Auctioneer. April 15 at 12, at the Wynnstay Arms Hotel, Wrexham.
Cantlow, John Warne & Hy Sanders, Shanklin, Isle of Wight, Builders. April 13 at 12.30, at Waltham's Hotel, Shanklin. Hooper, Newport.
Carter, Robt, Arthur-ter, Dulwich-rd, House Agent. April 20 at 2, at 2, at office of Dubois, Gresham-bldgs, Basinghall-st. Maynard, Clifford's-inn.
Crocombe, Robt Wm, Newport, Monmouth, Commercial Traveller. April 15 at 12, at offices of Lloyd, Bank-chambers, Newport.
Davis, Saml, Swinton, Lancashire, Draper. April 29 at 3, at office of Storer, Fountain st, Manch.
Eaton, Edmund, Richardson-st, Long-lane, Bermondsey, Egg Dealer. April 19 at 3, at office of Allen, Brunswick-sq.
Eld, Thos Wm, The Hop and Malt Exchange, Southwark, Hop Factor. April 25 at 2, at offices of Gold & Son, Serjeant's-inn, Chancery-lane.
Galloway, Alexander Hair, Lpool, Doctor. April 17 at 3, at office of Gibson & Holland, South John-st, Lpool.
Gardner, Hy, Nailston, Leicester, Carpenter. April 20 at 3, at the Stag and Pheasant Hotel, Humberston-gate, Leicester. Loseby, Market Bosworth.
Gowing, Wm, Lpool, Clothier. April 14 at 3, at offices of Etty, Lord-st, Lpool.
Green, Peter, Warrington, Lancashire, Publican. April 17 at 11, at offices of Davies & Co, Commercial-chambers, Horsemarket-st, Warrington.
Greenback, Joseph, Settle, York, Bootmaker. April 11, at 10, at the Red Lion Hotel, Burnley. Hargreaves.
Hamblin, John, Newbury, Berks, Tin Plate Worker. April 14 at 11, at the White Hart Hotel, Newbury.
Hardstaff, John, Lpool, Stationer. April 15 at 1, at office of Braithwaite, Albert-bldgs, Preeson's-row, Lpool. Vordon, Lpool.
Hargate, Richd & Jas Hargate, Darfield, Boot Makers. April 14 at 5.30, at the Coach and Horses-inn, Barnsley. Sugg, Sheffield.
Hibbs, Chas, Dorchester, Dorset, Provision Factor. April 17 at 2, at the White Hart-inn, Dorchester. Weston, Dorchester.
Hirst, Geo Jonas, Birkenhead, Chester, Stonemason. April 17 at 2, at office of Downham, Market-st, Birkenhead.
Holt, Thos, Blackburn, Lancashire, Printer. April 18 at 11, at offices of Radcliffe, Clayton-st, Blackburn.
Hopkinson, Edwin, Bowling, Bradford, York, Grocer. April 19 at 11, at the Queen Hotel, Bridge-st, Bradford. Browning.
Horton, Saml, Warrington, Lancashire, Chemist. April 18 at 11, at office of Davies & Co, Commercial-chambers, Horsemarket-st, Warrington.
Huntley, Edwd, George-st, Croydon, Haircutter. April 18 at 2, at office of Kerly, London-wall.
Hyde, Hy, & John Sheldrick, Manch, Tailors. April (and not March, as erroneously printed in last Gazette) 12 at 3, at offices of Peacock, Cross-st, Manch.
Keighley, Benj, Pudsey, York, Draper. April 17 at 3, at offices of Carr, Albion-st, Leeds.
Keighley, John, Bradford, Machine Maker. April 18 at 12, at the Talbot Hotel, Bradford. Wavell & Co, Halifax.
Leslie, Jas, The Crescent, Minories, Wine Merchant. April 13 at 12, at office of Tindale, Upper Thames-st.
Lovelady, Lawrence, Lpool, Wine Dealer. April 18 at 3, at office of Braithwaite, Albert-bldgs, Preeson's-row, Lpool. Hindle, Lpool.
Lyons, Gertrude, St Stephen's-rd, Westbourne-pk, Widow. April 27 at 3, at offices of Taylor & Jaquet, South-st, Finsbury-sq.
Mansfield, Thos, Bromley, Kent, Farmer. April 28 at 12, at offices of Marsden & Chubb, Friday-st, Cheapside.
Mawby, Stephen Alfred, East-rd, City-rd, Cheesemonger. April 17 at 2, at offices of Nickerson, King William-st.
Nichols, Mark, Gray's-inn-rd, Cheesemonger. April 21 at 3, at office of Wilding, Titchborne-st, Edgware-rd.
Peel, Bartholomew, Bradford, York, Grocer. April 12 at 10, at offices of Hargreaves, Market-st, Bradford.
Pennington, Saml, Stockport, Cheshire, Glass Dealer. April 17 at 3, at offices of Brown, Bank-chambers, Stockport.
Phillips, Thos Hodgen, Lpool, Plumber. April 14 at 4, at offices of Etty, Lord-st, Lpool.
Poulton, Chas, High-st, Peckham, Stationer. April 10 at 3, at office of Haigh, jun, King-st, Cheapside.
Pragnell, Wm, Drummond-rd, Bermondsey, Grocer. April 14 at 12, at offices of Geaussent, New Broad-st.
Proctor, Thos, Birm, Butcher. April 13 at 12, at office of Eaden, Bennett's-hill, Birm.
Ram, Stephen, Hans-pl, Sloane-st, no occupation. April 20 at 2, at office of Davis, Cork-st, Burlington-gardens.
Raw, Wm, & Joseph Hunter, Kingston-upon-Hull, Builders. April 17 at 2, at office of Rollit & Son, Trinity House-lane, Kingston-upon-Hull.
Robinson, Arthur, Manch, out of business. April 21 at 3, at offices of Sudlow & Co, Mount-st, Manch.
Seymour, John, Sheffield, Bootmaker. April 14 at 12, at offices of Tattershall, Queen-st, Sheffield.
Shaw, Wm, Leadgate, Durham, Grocer. April 13 at 1, at offices of Bush, St Nicholas-bldgs, Newcastle-upon-Tyne.
Simpson, Francis, Newington-butts, China Dealer. April 21 at 2, at office of Morley & Shirreff, Mark-lane.
Stock, Benj, sen, Ramsgate, Kent, Builder. April 17 at 3, at office of Edwards, York-st, Ramsgate.
Stone, Chas, & Wm Mace, Liss, Southampton, Builders. April 17 at 2, at the Dolphin Hotel, Petersfield. Ford, Portsea.
Thomlinson, Robt, Lpool, Butcher. April 21 at 2, at offices of Ivey, South John-st, Lpool. Bellringer, Lpool.
Thomson, Wm, Pembroke Dock, Pembroke, Travelling Draper. April 15 at 10.30, at the Townhall, Guildhall-sq, Carmarthen. Parry, Pembroke-dock.
Tilley, Wm Evans, Kirby-st, Hatton-garden, Electro Plate Manufacturer. April 13 at 1, at 6, Kirby-st, Hatton-garden. Cattlin, Grocers'-hall-ct, Poultry.
Turner, Chas Alfred, Tottenham-court-rd Oilman's Assistant. April 17 at 12, at office of Wadham, Essex-st, Strand.
Walker, Wm, Leeds, Grocer. April 17 at 3, at Sutherland's Gt Northern Hotel, Wellington-st, Leeds. Whiteley.
Whale, John, South Shields, Durham, Innkeeper. April 17 at 3, at offices of Mabane, Barrington-st, South Shields.
Wheatley, Robt, Towlaw, Durham, Furniture Dealer. April 19 at 3, at the King's Head Hotel, Darlington.